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#### Contract Database Metadata Elements

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TA/6146

# **AGREEMENT**

between the

**CITY SCHOOL DISTRICT**

of the

**CITY OF SCHENECTADY, NEW YORK**

*and the*

**SCHENECTADY FEDERATION OF TEACHERS**

**LOCAL 803**

*of the*

**AMERICAN FEDERATION OF TEACHERS**

**AFL/CIO**

*for the period*

**September 1, 2004 - August 31, 2007**

**RECEIVED**

DEC 26 2006

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



838



## **NEGOTIATING COMMITTEES**

### **For the Board:**

Dr. John Falco, Superintendent of Schools  
James Masi, Interim Assistant Superintendent of Schools  
Michael Stricos, Human Resources Director  
Dr. Michael SanAngelo, Assistant Superintendent Business  
Shari Greenleaf, School Attorney  
Richard Yager, Clerk of the Board  
Claudia Merrihew - Secretary

### **For the Federation:**

Laura Graves, President  
Peter Vonie, Chief Negotiator  
Juliet Benaquisto, Negotiator  
Erin Catrambone, Negotiator  
Krista Hawk, Negotiator  
Nancy Huth, Negotiator  
Walter Mahoski, Negotiator  
Vickie McGowan, Negotiator  
Chris Ognibene, Negotiator  
Jeffrey Cassidy, NYSUT Labor Relations Specialist

## **Schenectady Federation of Teachers Local 803**

### **Officers 2004-05**

President ..... Laura Graves  
First Vice-President ..... Juliet Benaquisto  
Vice-President (Senior High School) ..... Deborah Maxwell  
Vice-President (Middle School) ..... Erin Catrambone  
Vice-President (Elementary School) ..... Walt Mahoski  
Vice-President (Elementary School) ..... Vicki McGowan  
Treasurer ..... Krista Hawk  
Secretary ..... Nancy Huth



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## **ARTICLE 1**

### **PREAMBLE**

#### **1.1 Purpose**

**1.1.1** This Agreement between the City School District of the City of Schenectady, New York, and the Schenectady Federation of Teachers, Local 803 of the American Federation of Teachers is made and entered into on this 27th day of March, 2006, for the period September 1, 2004 through August 31, 2007 in order to define and establish the relationship between the parties.

**1.1.2** The primary goal of both parties is the improvement of the educational opportunities offered the youth of Schenectady. This constitutes a public trust equally binding upon the members of the professional staff and the members of the Board of Education. In entering upon this Agreement both parties affirm their intent to work together towards this common goal.

**1.1.3** To this end, mutual understanding, cooperation, and effective communication between the Board and its representatives and the professional employees in the negotiating unit must exist. This Agreement represents a mutual understanding as to terms of employment and professional standards and relationships which will encourage cooperative actions. It further establishes additional and more effective means of communication between the employees and the Board and its representatives.

**1.1.4** Any portion of this Agreement found to be in conflict with the provisions of any state or national law or regulation shall be deemed void to the extent it so conflicts.

**1.1.5** This Agreement defines the relationship between the Board and the teachers. It constitutes the basic policy of the Board with respect to the teachers and no other policies or actions taken by the Board or its representatives shall negate, limit, or take precedence over its terms and provisions.

#### **1.2 Duration of Contract**

**1.2.1** This Contract shall be in full force and effect from September 1, 2004 through August 31, 2007 and shall be revised and extended from year to year by agreement of the parties to it.

**1.2.2** Initial proposals for revision and extension of the contract shall be submitted on or about May 1 by both parties and negotiations shall begin on or before June 10. The school calendar shall be a subject of negotiations. Negotiations concerning the calendar may be conducted as part of the general contract negotiations or separately, pursuant to agreement of the parties. Negotiations concerning the calendar shall be undertaken with a view toward completion by April 1 to facilitate adoption of a calendar by the Board of Education at its regular April meeting.

### **1.3 Definitions**

**1.3.1** As used herein the following terms shall have the meanings given below unless otherwise defined:

- a. District: The "District" refers to the City School District of the City of Schenectady.
- b. Board: The "Board" or the "Board of Education" refers to the Board of Education of the City School District of the City of Schenectady.
- c. Superintendent: The term "Superintendent" or "Superintendent of Schools" refers to the Superintendent of Schools of the City School District of the City of Schenectady.
- d. Federation: The term "Federation" refers to the Schenectady Federation of Teachers, Local 803, the local affiliate of the New York State United Teachers and the American Federation of Teachers.
- e. Negotiating Unit: The teachers' negotiating unit.
- f. Employee or Teacher: Any employee in the negotiating unit.
- g. Contract: The term "Contract" refers to this Agreement.
- h. Secondary: Any combination of grades 7-12 and Middle Schools when the reference is solely to "Secondary".
- i. Elementary: Any combination of grades Pre-K-6.
- j. Middle: Any combination of grades 5-9.

## **1.4 Contract Distribution**

**1.4.1** This Contract shall be published in the number of one thousand two hundred (1,200) at the joint expense of the parties and distributed to the employees in the negotiating unit, the remainder to be divided equally between the Federation and the Board.

## **ARTICLE 2**

### **RECOGNITION**

**2.1** The Board recognizes the Federation as the exclusive organizational representation and bargaining agent for the teachers' negotiating unit as agreed to in a representation proceeding before the Public Employment Relations Board in March, 1972. The unit includes: all members of the teaching staff and other certified employees of the employer who are employed during the regular school year, including teachers on special assignment, summer school teachers who are regular teachers during the school year, librarians, guidance counselors, attendance counselors, occupational therapists, psychologists, social workers, school nurse-teachers, department chairmen, and assistant principals who perform teaching duties fifty percent (50%) or more of the normal teacher schedule, and part-time employees in such positions where remuneration is based on half (½) or more of the annual salary rate for their positions. The unit excludes: superintendent, assistant superintendents, directors, assistant directors, assistants to a director, principals, assistant principals, assistants to a principal, coordinators, assistant coordinators, supervisors, assistant supervisors, assistants to a supervisor and those in the leadership apprentice program and part-time teachers whose remuneration is based on less than half (½) of the annual salary rate for their positions.

As the position of Occupational Therapist is a non-certificated position, it is mutually agreed that any reference to the New York State Education Law or Commissioner's Regulations do not pertain to these employees. Also, certain contractual sections will as a result, not apply, as follows: Article 7.5 tenure, Article 7.7.10 Job Security and Article 8 teacher evaluation. (See terms of attached appendix)

It is understood that the Occupational Therapists are covered by the applicable provisions of the New York State Civil Service Law governing competitive class appointments.

**2.2** The recognition is based upon the results of a secret ballot election held on March 23, 1972 under the direction of the Public Employment Relations Board, as modified through negotiations. The recognition of the Federation and its period of unchallenged representation status shall be governed by the provisions of the Civil Service Law.

**2.3** Nothing contained herein shall prevent any Board official or member of the administrative staff from meeting with any employee organization representing negotiating unit employees for the purpose of hearing the views and proposals of its members, except that the Federation will be given prior notice of any such meeting and shall be permitted a representative to be present at such meeting. However, the Board will not negotiate terms or conditions of employment or the determination and administration of grievances or any other matter covered by this Contract with any organization other than the Federation.

**2.4** Notwithstanding this Agreement, each employee retains the individual right to discuss any matter with administrative personnel or with Board members at any time. Nor shall anything contained herein be construed to deny any employee his rights under the New York Civil Rights Law, or under State Education Law, or under applicable laws or regulations.

## **2.5 Department Chairpersons**

**2.5.1** It is understood and agreed that at the point in time when the City Wide Department Chair for Guidance employed as of November 3, 2000 accepts an administrative position within the District or retires, resigns or otherwise leaves her employment with the District, the District shall create and fill an administrative position to assume the duties of the City Wide Department Chair for Guidance. Such an administrative title may be, but is not required to be, Coordinator of Guidance.

**2.5.2** The SFT waives any claim to exclusivity with respect to work performed by the Coordinators of Art, Business, English, Foreign Language, Home and Careers, Library, Music, Physical Education, Science, Social Studies, and Technology.

**2.5.3** The SFT waives any claim to exclusivity with respect to work performed by the City Wide Department Chair for Guidance employed as of November 3, 2000 upon the resignation or retirement of the incumbent employed as of November 3, 2000 or upon the acceptance of an administrative position by the incumbent employed as of November 3, 2000. The SFT waives any claim of a violation of Section 209-a of the Civil Service Law regarding the elimination of the position of City Wide Department Chair for Guidance upon the resignation or retirement of the incumbent employed as of November 3, 2000 or upon the acceptance of an administrative position by the incumbent employed as of November 3, 2000, and waives any such claim regarding the creation and filing of the administrative position to replace the City Wide Department Chair for Guidance.

## **ARTICLE 3**

### **FAIR PRACTICES**

#### **3.1 Non-Discrimination**

**3.1.1** The Federation shall continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, age, marital status, or political activities or beliefs and will represent fairly and equally all employees in the negotiation unit without regard to their membership or participation in the activities of any employee organization. The Board shall continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, age, marital status, political activities or beliefs or membership in, or association with the activities of any employee organization. In recognition of the value of diversity of cultural background and viewpoint among the professional staff to both the staff and the students, the Board shall encourage applications from members of cultural and minority groups. Such applicants will be evaluated on a fair and equal basis with all other applicants or employees.

#### **3.2 No-Strike Policies**

**3.2.1** The Federation and the Board recognize that strikes and other forms of work stoppages by public employees are contrary to law and to public policy. The Federation and the Board agree to abide by the principle that differences shall be resolved by peaceful and conciliatory means without interruption of the school program. The Federation and the Board agree not to adopt inflexible or provocative positions, recognizing that such positions are destructive of the proper spirit of collective negotiations, and the Federation further agrees that it shall not call for, promote, or instigate any strike, work stoppage, or other concerted refusal to perform work by the employees covered by this Agreement.

**3.2.2** It is recognized that situations such as the blockage of passage into school by militant assemblages might develop under some of the conditions of today's society. In such circumstances if, after consultation with the Federation President, the Superintendent of Schools determines that there is imminent danger to the safety of teachers if they enter their regularly assigned school building or remain in such building, the school year and day may be rescheduled during the period of danger for the teachers affected to assure the legally and contractually required school year.

#### **3.3 Impasse**

**3.3.1** In the case of an impasse the procedures and services of the Public Employment Relations Board shall be used in a good-faith attempt to resolve the impasse.

### **3.4 Negotiable Matters Not Covered**

**3.4.1** Before the Board knowingly adopts a change in policy not covered by this Agreement but which affects teachers' terms or conditions of employment, the Board will promptly, but, in no case, later than twenty (20) school days prior to taking action, notify the Federation in writing that it is considering such a change. The Federation will have the right to negotiate with the Board over such proposed change provided that it files such a request with the Board within ten (10) school days after receipt of said notice.

**3.4.2** It is recognized by the parties hereto that the Board is negotiating with other organizations representing various negotiating units of the School District. This Agreement, therefore, shall not be deemed to restrict the Board's power to reduce, increase or reassign such personnel of other negotiating units or in any way to affect such other personnel, except as specifically provided by this Contract.

**3.4.3** The parties to this Contract agree to negotiate amendments to this Contract which are necessary and/or desirable to facilitate experimental or innovative programs or the flexibility necessary to deal with unforeseen circumstances when such programs or flexibility would be prohibited by the provisions of this Agreement. The Federation's Executive Committee will represent the Federation.



## **ARTICLE 4**

### **GRIEVANCE PROCEDURE**

#### **4.1 Definitions**

**4.1.1** The parties to this Contract declare their joint intent to encourage the prompt resolution of employee complaints through recourse to the formal procedure described below. Nothing herein shall be construed, however, to prevent any teacher from discussing a problem informally with any administrator in the District.

**4.1.2** A grievance is a complaint based on an event or condition which affects the terms and conditions of employment of a teacher, a group of teachers, and/or the interpretation or meaning of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.

**4.1.3** An employee or teacher as used herein means any employee in the negotiating unit, a group of such employees sharing a common complaint, or the Federation.

**4.1.4** Immediate supervisor shall mean the building principal to whom the employee reports, except that in the case of a grievance arising from administration of a special area, function, or other administrative element, it shall mean the administrator in charge of the special area, function, or administrative element, and may be the Superintendent of Schools.

**4.1.5** The term arbitrator shall apply to an experienced impartial person familiar with school problems who shall be selected by agreement between the Board and the Federation from a list prepared by the American Arbitration Association, or such other person as may be mutually agreed upon.

**4.1.6** The term representative applies to any person whom the employee may designate to assist him in presenting his grievance at any step in the grievance procedure. However, the representative may not be a person acting in an official position of any organization purporting to represent teachers other than the Federation or its affiliates.

#### **4.2 Step One - Initiation**

**4.2.1** An employee with a complaint shall present his complaint in writing to his immediate supervisor who shall confer with the employee and his representative and make such investigation as he shall deem appropriate.

Grievances shall be submitted in writing and shall state specifically the contract provision or policy it is alleged has been violated and the reasons the employee bringing the grievance believes they have been violated.

**4.2.2** Within ten (10) school days after the presentation of the grievance, the immediate supervisor shall present to the employee a written decision. Copies of this decision shall be sent to such person as the employee has designated as his representative, the Superintendent, the Federation President, and Federation Grievance Committee Chairman.

**4.2.3** If the decision made at Step One is not acceptable to the employee, he may file a written request for review or hearing of the grievance at Step Two within ten (10) school days after receiving the decision.

### **4.3 Step Two - Review or Hearing**

**4.3.1** The request for review or hearing at Step Two shall be filed with the Superintendent, the Federation President, the Federation, Grievance Committee Chairman, and the person whom the employee designates to represent him during Step Two proceedings.

**4.3.2** The Superintendent shall conclude his review or conduct a hearing within ten (10) school days after receiving a request therefor. In conducting a review, the Superintendent shall consider the Step One decision, the employee's request for review of the Step One decision and any written material filed by the employee as well as such other material as the Superintendent deems pertinent. In conducting a hearing, in addition to the material set forth in the preceding sentence, the Superintendent shall also receive oral statements from both interested and disinterested parties and shall interrogate persons presenting information in order to elicit all pertinent facts. There may be present at such hearing the attorney for the School District and such other School District personnel as the Superintendent shall request.

**4.3.3** The Superintendent shall render a written decision in relation to the appeal within fifteen (15) school days after concluding his review or conducting the hearing.

### **4.4 Step Three - Binding Arbitration**

**4.4.1** If the grievance involves a question concerning the interpretation or meaning of the Agreement and if the aggrieved employee is not satisfied with the disposition of the grievance at Step Two, or if no decision has been rendered within fifteen (15) school days after the hearing or the completion of the review, then the Schenectady Federation of Teachers may file a written Demand for Arbitration.

**4.4.2** The Arbitrator shall be selected in accordance with the Rules of Procedure of the American Arbitration Association and shall abide by said rules in the conduct of the hearing. The Arbitrator shall limit his/her decision to matters specified in the grievance and to the remedy which he/she stipulates for the resolution of the grievance. The Arbitrator's decision shall be

binding upon the Parties. The Arbitrator shall not usurp the functions and duties of the District or limit the proper exercise of its judgment or discretionary powers granted under the Education Law, this Agreement, or any written rule or directive. The Arbitrator shall have no power to add to, subtract from or modify the provisions of this Agreement and shall confine his/her decision solely to the application and interpretation of this Agreement.

**4.4.3** The Arbitrator shall issue his/her decision not later than thirty (30) days after the closing of the hearing, or if oral hearings have been waived, after the date of transmission of the final statements and supporting papers to the Arbitrator.

**4.4.4** The cost of arbitration shall be borne equally by the parties to the grievance dispute.

## **4.5 General**

**4.5.1** The Federation shall act in every grievance to assure the rights to fair hearings for all employees in the negotiating unit and to this end is involved in all grievance proceedings. The Federation becomes a party in a grievance dispute when a grievance is filed by the President, a Vice-President, or the Grievance Committee Chairman on behalf of the Federation membership or on behalf of the employees or a group of the employees for whom the Federation acts as agent.

**4.5.2** The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay, or interfere with the right of the Board to take action to correct a situation complained of in a grievance.

**4.5.3** Failure at any step in the grievance procedure to communicate a determination on a grievance within a specified time period shall permit the aggrieved employee to proceed to the next step within the applicable time limits set forth in this Article. All grievances shall be commenced at the appropriate initial step within forty-five (45) school days after the employee knew of the act or condition on which the grievance is based. When a grievance is commenced more than forty-five (45) school days after the actual act or condition on which the grievance is based, the grievant shall establish that the delay in learning of such situation was reasonable and not arbitrary under the circumstances in order to proceed. Determinations concerning this matter are subject to the appeals procedure and ultimately to arbitration.

**4.5.4** If a decision at any step is not acceptable to the employee, a written request for initiation of the next step shall be initiated within fifteen (15) school days after receiving the decision, or fifteen (15) school days after the last date by which a decision should have been received.

**4.5.5** The time limits specified in any step of this procedure may be extended in specific instances by mutual consent.

**4.5.6** Neither an aggrieved employee nor any member of the negotiating unit who participates in any grievance procedure shall be penalized in any way or be subject to reprisals or discrimination by reason of participation in any grievance.

**4.5.7** All minutes of and evidence presented during a grievance procedure shall be kept apart from an employee's regular file. Access to these secured materials shall be under direct supervision of the Superintendent. The above information shall not be made available to any persons who are not official party to the grievance either at the time the matter is in active proceedings or at any future date.

## **ARTICLE 5**

### **COMPENSATION**

#### **5.1 Basic Salaries**

**5.1.1** The basic salary schedules for employees covered by this Contract for the period September 1, 2004, through August 31, 2007, shall be as follows:

**a. Effective September 1, 2004**

<b>STEP</b>	<b>SCHEDULE I</b>	<b>SCHEDULE II</b>
1	\$35,361	\$36,471
2	\$36,277	\$37,543
3	\$37,188	\$38,650
4	\$38,151	\$39,787
5	\$40,098	\$41,145
6	\$40,751	\$42,457
7	\$41,402	\$43,969
8	\$42,537	\$45,501
9	\$44,076	\$47,011
10	\$45,492	\$48,629
11	\$47,011	\$50,341
12	\$48,547	\$52,252
13	\$52,198	\$55,591
14	\$54,361	\$59,505
15	\$56,959	\$62,631
16	\$58,878	\$64,546
17	\$59,895	\$65,562
18	\$60,913	\$66,578
19	\$62,440	\$68,101
20	\$63,458	\$69,117
21	\$64,476	\$70,133
22	\$66,002	\$71,657
23	\$67,020	\$72,672
24	\$68,038	\$73,688
25	\$69,056	\$74,704

**5.1.1a** Effective September 1, 2005, step 1 on the salary schedules are eliminated and new employees shall be hired on step 1/2.

b. Effective September 1, 2005

STEP	SCHEDULE I	SCHEDULE II
1/2	\$37,249	\$38,436
3	\$38,184	\$39,570
4	\$39,173	\$40,734
5	\$41,172	\$42,124
6	\$41,842	\$43,468
7	\$42,511	\$45,015
8	\$43,676	\$46,584
9	\$45,256	\$48,130
10	\$46,710	\$49,787
11	\$48,270	\$51,539
12	\$49,847	\$53,495
13	\$53,596	\$56,914
14	\$55,816	\$60,921
15	\$58,485	\$64,122
16	\$60,454	\$66,082
17	\$61,499	\$67,122
18	\$62,545	\$68,162
19	\$64,112	\$69,722
20	\$65,157	\$70,762
21	\$66,202	\$71,802
22	\$67,770	\$73,362
23	\$68,815	\$74,402
24	\$69,860	\$75,442
25	\$70,905	\$76,482

b. Effective September 1, 2006

STEP	SCHEDULE I	SCHEDULE II
1/2	\$38,379	\$39,643
3	\$39,343	\$40,813
4	\$40,361	\$42,013
5	\$42,421	\$43,447
6	\$43,111	\$44,833
7	\$43,801	\$46,429
8	\$45,001	\$48,046
9	\$46,629	\$49,641
10	\$48,127	\$51,350
11	\$49,735	\$53,157
12	\$51,359	\$55,175
13	\$55,222	\$58,701
14	\$57,510	\$62,834
15	\$60,259	\$66,135
16	\$62,289	\$68,157
17	\$63,365	\$69,230
18	\$64,442	\$70,302
19	\$66,057	\$71,911
20	\$67,134	\$72,984
21	\$68,211	\$74,057
22	\$69,826	\$75,666
23	\$70,903	\$76,738
24	\$71,980	\$77,811
25	\$73,056	\$78,883

**5.1.2** Each employee shall advance automatically one (1) step each year effective on September 1, until the top step of the applicable schedule is reached provided, however, that an employee who begins employment after February 1 in any school year shall advance to the next step on September 1, of the second school year following appointment. An employee having a Bachelor's Degree or less shall receive the salary set forth in Schedule I. An employee having at least a Master's Degree or if hired before July 1, 1970, who acquires at least thirty (30) hours of approved study beyond the Bachelor's Degree shall receive the salary set forth in Schedule II. Any employee who qualifies for Schedule II shall have his basic salary changed from that indicated in Schedule I to the corresponding step in Schedule II.

**5.1.3 Degree Supplements:** A holder of a Master's Degree shall be paid an additional two hundred dollars (\$200) per year; any employee who was employed before July 1, 1970, and who qualifies for Schedule II, shall qualify for the Master's Degree supplement. A holder of a Doctoral Degree shall be paid an additional supplement of one thousand eight hundred dollars (\$1,800) per year.

**5.1.4 Advanced Study Credits:** Employees shall receive the following compensation for graduate study and in-service work. Credit granted for passing proficiency exams shall not qualify for payment hereunder.

a. **Master's Degree holders:** Sixty dollars (\$60) annually for each block of six (6) hours of credit acquired before July 1, 1957; one hundred dollars (\$100) annually for each block of six (6) hours of credit acquired after July 1, 1957; one hundred twenty dollars (\$120) annually for each block of six (6) hours of credit acquired after September 1, 1973.

b. **Bachelor's Degree holders:** One hundred dollars (\$100) annually for each block of six (6) hours of credit acquired after July 1, 1968, and one hundred twenty dollars (\$120) annually for each block of six (6) hours of credit acquired after September 1, 1973, payment to begin upon submission of proof of matriculation in a Master's Degree program.

c. With respect to employees employed July 1, 1955, and thereafter, no more than six (6) blocks of six (6) credits each will be credited to any individual for hours acquired prior to the receipt of a Master's Degree. Employees without a Master's Degree who were employed before July 1, 1955, who completed thirty (30) hours of credit beyond the Bachelor's Degree on or before September 1, 1969, shall be compensated for additional credit in accordance with Section 5.1.4.a, above.

d. Employees who have completed sixty (60) hours of credit beyond the Bachelor's Degree but who have not acquired a Master's Degree shall receive three hundred dollars (\$300), annually, for those graduate credits in excess of those credits required to qualify for Schedule II.



e. An employee receiving a Master's Degree after January 1, 1962, may apply graduate credits received during the year preceding the granting of the Master's Degree to the purposes of Section 5.1.4.a, above, provided that the degree granting institution certifies that the credits were not required in pursuit of the Master's Degree. However, such compensation shall not be made for such graduate study until the semester following the receipt of the degree except as provided in Section 5.1.4.b, above.

f. Except for course work that may be required by statute or the District, compensation for advanced study credits shall be limited to a maximum of seventy-two (72) hours beyond Schedule II. This provision is prospective in effect and will not operate to reduce salary payments for those teachers already receiving compensation for more than seventy-two (72) hours on August 31, 1978, or deny payments to those who apply for credit payments on or before October 15, 1978. Employees who have partial blocks of hours which were not compensated for due to the limits established in this Section shall be compensated at the rate of twenty dollars (\$20) per credit hour for these hours. This compensation shall be made in the same manner as outlined in this Section.

g. National Board Certification: An annual stipend in the amount of \$2,000, increased to \$4,000 effective September 1, 2005, shall be paid to any unit member who possesses National Board Certification through the National Board for Professional Teaching Standards, or its successor organization. The stipend shall be discontinued upon expiration of such certification.

**5.1.5 Retirement Year Salary Adjustment**: Within the three (3) years prior to retirement, an employee's salary shall be adjusted to provide payment for the value of one-quarter ( $\frac{1}{4}$ ) of the total number of sick leave days accumulated by such employee, up to a maximum of three hundred thirty (330) such accumulated days or the number of days accumulated by the first day of school in September, whichever is greater. Payments shall be made in accordance with Section 5.1.7.

If the above three year option is not chosen, an employee shall be paid at the time of retirement pursuant to the "Employer Non-Elective Contributions" (5.1.7) payment as indicated above.

**5.1.6 Retirement Notice Stipend and Incentive**

An employee who is age eligible to retire and who provides the District with five (5) month notice of retirement shall be paid \$4,000 at the time of retirement, payable at the time of separation. A teacher must be eligible to retire under the terms of the New York State Teachers' Retirement System (NYSTRS) and actually retire to qualify for this stipend.

In addition, in 2004-05 and 2005-06 there shall be a retirement incentive for any employee who is age eligible to retire and retires in the amount of five thousand

(\$5,000) dollars. The retirement incentive language, as contained in this paragraph, sunsets as of July 1, 2006.

In order to otherwise be eligible to receive the retirement incentive stipends, any active teacher must complete the school year and must retire no later than June 30. Payment for the retirement incentive will be made between July 9 and July 30 of the applicable year.

In order to be eligible to receive the retirement incentive the teacher must notify the Schenectady City School District Personnel Office, in writing, of their retirement date and the Personnel Office must receive such notification no later than April 1 of the applicable year. A teacher must be eligible to retire under the terms of the New York State Teachers' Retirement System (NYSTRS) and actually retire to qualify for the incentive. For the 2005-2006 school year a minimum of ten (10) teachers must retire for the retirement incentive to be in effect.

Should the State of New York adopt a retirement incentive that is implemented by the District any active teacher eligible for retirement shall have their choice as to incentive options.

Payments shall be made in accordance with Article 5.1.7.

#### **5.1.7 Employer Non-Elective Contributions:**

a. The District agrees to make a non-elective employer contribution in the amount as determined by the retirement incentive, retirement notification stipend, and unused sick pay conversion provisions of the Collective Bargaining Agreement to all employees represented by the SFT who meet the age and service requirements as defined by the New York State Teachers Retirement System, and local retirement incentive and Articles 5.1.5 and 5.1.6. The applicable local retirement incentive and/or accumulated unused sick time above will be available to members who submit a letter of intent to retire.

b. **No Cash Option:** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-Elective Contribution(s) described herein.

c. **Contribution Limitations:** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Internal Revenue Code, as adjusted for cost-of-living increases. For Employer Non-Elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code.

In the event that the calculation of the Employer Non-Elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution limits, the excess amount, if any, shall be paid to the employee in the form of taxable compensation and reported on the employees W-2 Wage and Withholding Statement. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limits are fully met through payment of the Employer's Non-Elective Contribution.

d. **403(b) Accounts:** Employer Non-Elective contributions shall be deposited into a mutually agreeable NYSUT endorsed 403(b) provider, as long as there is such qualified provider. If no such provider exists the District and the SFT will mutually determine the provider. Initially, the provider for the remittal of non-elective employee contributions will be ING Life and Annuity Company. This provider may be changed by mutual agreement but must be utilized by everyone eligible on a prospective basis.

e. **Tier I Adjustments:** Tier I members with membership dates prior to June 17, 1971, Employer Non-Elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

f. This Section shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

g. This Section shall further be subject to the approval of the 403(b) Provider, which shall review the Section solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*.

h. ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-Elective Contributions.

i. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Contribution.

j. **Employer Non-Elective Contribution Equal to Early Retirement Incentive:** The Employer agrees to make an Employer Non-Elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and receive an Employer Non-Elective Contribution in accordance with the **Memorandum of Agreement dated 12/13/02 and 4/15/03**. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the

Internal Revenue Code of 1986, as amended, for the year in which the employees severs employment.

k. **Employer Non-Elective Contribution Equal to Termination Pay:** The Employer agrees to make an Employer Non-Elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and receive an Employer Non-Elective Contribution. The amount of the Employer Non-Elective Contribution shall equal the accumulated leave days (Termination Pay) benefit, which is specified in Articles 5.1.5 and 5.1.6 of the Collective Bargaining Agreement. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employer severs employment.

## **5.2 Supplemental Pay**

**5.2.1 Pupil Personnel Service:** Employees who are full-time guidance and attendance counselors, psychologists, and social workers shall be paid annually an additional ten percent (10%) of the basic salary rate.

**5.2.2 Special Education Teachers:** Special education teachers assigned to work with mentally, physically, or functionally handicapped children shall be paid an additional four hundred dollars (\$400) annually.

**5.2.3 High School Department Chairmen:** Department heads in senior high school and certain employees performing functions similar to department heads, shall be paid supplemental salaries for the school year as set forth below in addition to other pay.

<b>Supplemental Salary</b>	<b>No. of Pupils in Department</b>
\$1,400 plus 3% of basic salary	Less than 500 pupils
\$1,500 plus 3% of basic salary	From 500 to 999 Pupils
\$1,600 plus 3% of basic salary	1,000 or more pupils

**5.2.4 Middle School Curriculum Leaders:** Curriculum leaders in middle schools shall be paid an additional one thousand dollars (\$1,000) to perform functions in curriculum development and coordination comparable to those of high school department chairmen.

**5.2.5 Multi-Building Assignments:** An employee regularly scheduled to work in more than one (1) instructional facility or in work-study programs in more than one (1) instructional facility for a school year, except for Pupil Personnel Service employees receiving supplemental pay under Section 5.2.1, shall be paid annually as follows: two (2) facilities, three hundred fifty dollars (\$350); three (3) facilities, four hundred twenty-five dollars (\$425); four (4) facilities, five hundred dollars (\$500).

**5.2.6 City-Wide Department Chairmen:** Department heads with city-wide assignments shall be paid supplemental salaries for the school year as set forth below in addition to other pay. In addition, department heads with supervision responsibilities in more than one (1) building shall receive supplemental pay in accordance with Section 5.2.5 (Multi-Building Assignments).

<b>Supplemental Salary</b>	<b>No. of Pupils in Department</b>
\$1,400 plus 3% of basic salary	Less than 500 pupils
\$1,500 plus 3% of basic salary	From 500 to 999 Pupils
\$1,600 plus 3% of basic salary	1,000 or more pupils

**5.2.7 Teacher Team Leaders:** Teacher Team Leaders selected for employment in the General Electric Foundation Scholar Teams Program shall be compensated at the rate of two thousand dollars (\$2,000) per year.

**5.2.8 Fine Arts Resource Teachers:** Fine Arts Resource Teachers shall be compensated at the rate of two thousand dollars (\$2,000) per year.

**5.2.9** Effective September 1, 2005, teachers who serve as a K-2 or 3-5 grade level leader shall receive as compensation a \$1,200 stipend in addition to their regular compensation due them and shall have been deemed to have satisfied the thirty (30) hours of professional development required in Article 9 of the collective bargaining agreement between the parties for each school year they hold the position.

### **5.3 Extra-Duty Pay**

**5.3.1 Teachers of Additional Periods:** Any secondary teacher who is assigned extra teaching duties beyond the normal teaching load as defined in this Agreement shall receive as additional compensation two-thirteenths (2/13) of his basic salary for each additional period of instruction equivalent in length to the academic period normal for that school. Technical teachers need not be assigned automatically a sixth period.

**5.3.2 Summer School Teachers:** Teachers in summer school programs of the school system who are regularly employed in positions covered by this Contract shall receive the following compensation:

<b>1 Period Taught</b>	<b>2 Periods Taught</b>	<b>3 Periods Taught</b>
\$1,450	\$2,600	\$3,750

**5.3.3 Faculty Manager of Athletics:** The Faculty Manager of Athletics at each senior high school shall, in addition to compensation received as department chairman and other salary, be compensated as delineated in Section 5.3.4. The duties of the Faculty Manager of Athletics at each Senior High School shall include two (2) weeks of work during the summer, for which no additional compensation shall be paid.

**5.3.4 Coaching Compensation:** Coaches of the following activities shall be paid the extra compensation indicated below in addition to the basic and other compensation due them:

Effective September 1, 2005, Step 1 is changed to Schedule II, Step "1/2".

POSITION	PERCENTAGE OF STEP 1/2 SCHEDULE 2
Faculty Manager of Athletics	30.0
Crew	7.0
<u>Football</u>	
Varsity	12.0
Assistant	8.0
JayVee	7.0
Frosh*	6.0
* Modified is a Middle School level.	
<u>Basketball</u>	
Varsity	12.0
Assistant	8.0
JayVee	7.0
Frosh	6.0
7-8 <sup>th</sup> Grade*	4.0
<u>Wrestling</u>	
Varsity	9.0
JayVee	6.0
Modified*	4.0
<u>Indoor Track</u>	
Varsity	9.0
Assistant	6.0
<u>Baseball</u>	
Varsity	8.0
JayVee	5.0
Modified	4.0
<u>Softball</u>	
Varsity	8.0
JayVee	5.0
Modified	4.0
<u>Outdoor Track</u>	
Varsity	8.0
Assistant	5.0

POSITION	PERCENTAGE OF STEP 1/2 SCHEDULE 2
<u>Soccer</u>	
Varsity	7.5
JayVee	5.5
Modified*	4.0
<u>Cross Country</u>	7.5
<u>Track (Outdoor)</u>	
Boys/Girls Modified	4.0
<u>Volleyball</u>	
Varsity	7.5
JayVee	5.5
Freshman	5.0
Modified	4.0
<u>Tennis</u>	5.5
<u>Golf</u>	5.5
<u>Bowling</u>	5.5
<u>Lacrosse</u>	
Varsity	8.0
Boys/Girls Assistant Varsity	6.0
JV	5.0
<u>Hockey</u>	9.0
<u>Cheerleading</u>	
Varsity	7.0
Junior Varsity	5.0
<u>Swimming</u>	
Boys/Girls Varsity	9.0
Assistant Varsity	6.0
Co-ed Modified	4.0
<u>Boys/Girls Diving</u>	5.0



**5.3.4.a Physical Fitness Training Coach:** The Physical Fitness Training Coach shall receive twenty-five percent (25%) of Step 1/2 of Schedule 2 in addition to base and other compensation due them.

**5.3.5 Intramural Sports Program:** Personnel assigned to the intramural sports program shall be paid nineteen dollars (\$19.00) per hour for the first hour and one-half (1½) per day for supervision performed.

**5.3.6 High School Textbooks Supervisor:** The employees assigned as supervisors of textbooks shall be employed two (2) weeks during the summer and paid a half (½) month's salary at the end of August. The bookroom managers shall be paid six hundred dollars (\$600) in addition to other compensation and shall be released from homeroom duty and the Bookroom Manager at Schenectady High School shall further be released from one (1) instructional period.

**5.3.7 Curriculum Coordination Council:** An employee assigned to a Curriculum Coordination Council shall receive five hundred and fifty dollars (\$550) in compensation. The Chair and the Secretary shall receive an additional one hundred dollars (\$100) in compensation

**5.3.8 Professional Growth and Development Committees and Curriculum Development Project Assignments:** An employee assigned to these committees shall be compensated three hundred dollars (\$300) for each such assignment during the school year. The Chair and the Secretary shall receive an additional one hundred dollars (\$100) in compensation.

**5.3.9 Class Deans:** The advisor to an 8th grade class shall be paid an additional two hundred (\$200) dollars annually and each co-advisor of a 12th grade class shall be paid an additional five hundred (\$500) dollars annually.

**5.3.10 Student Store Advisor:** The advisor to the students operating a high school student store shall be paid an additional two hundred dollars (\$200) annually and shall be assigned an additional two (2) weeks of work in the summer.

**5.3.11 Day Rate:** Any employee assigned days of duty before or after the teaching year as prescribed in the school calendar and in Section 9.6.1, hereof, shall be compensated at the rate of one-one hundred eighty-fifth (1/185) of his annual salary, per diem. Any employee assigned extra days of duty during such teaching year shall be compensated at the rate of one-two hundredth (1/200) of his annual salary, per diem.

**5.3.12 Summer Assignments:** Any employee assigned duties during the summer recess shall be paid one-tenth (1/10) of his annual salary for each month of such assignment and shall be paid for periods of less than two (2) weeks or a half (½) month on a per diem basis at the day rate. Every full time secondary school guidance counselor shall be offered a minimum two-week guidance assignment in his/her school during July and August. Each high school guidance office

shall be manned equitably at the minimum level of one (1) counselor per school throughout July and August. Each middle school guidance office shall be manned for at least two (2) weeks during July and August. Assignments for less than full time guidance counselors shall be prorated.

### 5.3.13

a. Senior High School Advisors: In addition to any other compensation for the performance of the following activities at the senior high school level, the advisor shall receive:

1	School Newspaper	\$1,200
2	Marching Band Director	\$1,200
3	Yearbook Auditor	\$1,700
4	High School Student Council Advisor	\$ 900
5	Jazz Band Director	\$1,250
6	Select Chorus	\$1,250
7	Yearbook Manager	\$1,200

b. Middle School Advisors: In addition to any other compensation for the performance of the following activities at the middle school level, the advisor shall receive:

1. Middle School Student Council Advisor (one per building) - \$ 500
2. Middle School Yearbook Advisor (one per building) - \$1,200

c. High School Play Directors: High School Play Director(s) shall be paid an amount equal to 6% of Step 1/2, Schedule II (basic salaries) per drama production, up to a maximum of four (4) drama productions per school year.

d. These teachers shall teach five (5) periods per day.

5.3.14 The position of "Culinary Catering Leader" at CISA will be compensated at a rate of 7.5% of Step 1/2, Schedule II.

In order to be eligible for this stipend the program must complete a minimum of fifteen (15) catering events involving students during the school year.

5.3.15 Supervision of Lunch Program: Teachers who volunteer to work in the supervision of a lunch program shall be paid the following rate of compensation. The District and the Federation shall review these compensations annually.

Time	Compensation
45 min/day	\$1,875
60 min/day	\$2,500
90 min/day	\$3,750

### 5.3.16 Summer Enrichment and After-School Programs:

	9/1/04 – 8/31/05	9/1/05 – 8/31/06	9/1/06 – 8/31/07
* Summer Non-instructional Program	\$21	\$21	\$22
** Summer Instructional Program	\$23	\$24	\$25
* School Year Non-Instructional Program	\$21	\$21	\$22
** School Year Instructional Program	\$23	\$24	\$25

#### 5.3.16a

##### Non-Instructional Rates

- Activities included are: training, professional development curriculum, program development, committee participation and development, project/program planning, and other non-instructional professional activities for all instructional initiatives, grants, and programs.

#### 5.3.16.b

##### Instructional Rates

- Activities included are: after and before school programs, extended day programs or other mandated coverage that involves the direct supervision of and contact with students outside the normal school day, except as expressly covered elsewhere in the collective bargaining agreement.

Also included are summer camp, summer enrichment programs, or other summer programs outside of Section 5.3.2 (Summer School Teachers) of this Agreement.

## **ARTICLE 6**

### **BENEFITS**

#### **6.1 Insurance**

##### **6.1.1 Health Insurance – Self-Insured Indemnity Plan**

a. The District shall provide hospitalization and major-medical insurance for each employee and his/her eligible dependents.

b. The District shall offer an indemnity plan under a self-insured health insurance program. The health insurance benefits currently provided through said plan shall be maintained. Said plan shall contain the following deductibles and coinsurance:

1. Hospital Deductible (inpatient and outpatient combined): One hundred dollars (\$100) per individual per calendar year or three hundred dollars (\$300) per family per calendar year for all covered hospital expenses;
2. Major-Medical Deductible: Two hundred dollars (\$200) per individual per calendar year; three hundred dollars (\$300) per "two-member family" per calendar year; four hundred dollars (\$400) per "more than two-member family" per calendar year; an employee's payment toward dental insurance claims shall apply to the major-medical deductibles;
3. Major-Medical Coinsurance: After the major-medical deductible has been met, the plan will pay eighty percent (80%) of all covered expenses for the remainder of the calendar year.

c. The present health insurance program for employees shall include:

1. Major-medical maximum one million dollars (\$1,000,000) or beyond.
2. Basic hospitalization three hundred sixty (360) day coverage.
3. Outpatient psychiatric coverage of eighty percent (80%) of the cost to be paid by Board.
4. Eligible expense for psychiatric treatment at eighty dollars (\$80) per visit.

5. Surgical coverage to be the reasonable and customary fee.
6. Maternity-child care covering hospital room and board for a child during the seven (7) day period immediately following birth.

d. The District shall continue the vision care plan currently in effect, including examination, eye glasses and contact lenses.

**6.1.2 Dental:** Employees shall be insured for eight percent (80%) of the costs of dental care in excess of the combined deductible as defined in this section (orthodonture not included).

**6.1.3 HMO Plans as Alternative to Self-funded Plan.** The Mohawk Valley "MVP HMO 15+" and the Capital District Physicians Health Plan "AvidCare 15" will be offered as HMO options.

**6.1.4 Open Enrollment Period.** An open enrollment policy shall be available to all employees during the first month of each school year.

#### **6.1.5 Premium Contributions**

- a. Effective September 1, 2004 The District will pay ninety-nine (99%) of the premium for employees and sixty-six and two-thirds percent (66.66%) of that portion of the family plan premium that applies to family coverage. The Board shall pay for ninety-nine percent (99%) of the premiums for employees and sixty-six and two-thirds percent (66.66%) of that portion of the dental premium that applies to the employee's family. The District's monetary obligation with respect to the provision of an HMO option shall be limited to the "premium equivalents" under the self-insured indemnity plan.
- b. Effective July 1, 2005 The District shall pay a sum equivalent to ninety percent (90%) of the premium for individual coverage and eighty-eight (88%) of the premium for family coverage. An employee shall pay a sum equivalent to ten percent (10%) of the premium for individual coverage and twelve percent (12%) of the premium for family coverage. The contribution rates described herein shall apply to all health and dental insurance plans offered by the District.
- c. Effective February 1, 2007 The District shall pay a sum equivalent to eighty-eight percent (88%) of the premium for individual coverage and eighty-five percent (85%) of the premium for family coverage. An employee shall pay a sum equivalent to twelve percent (12%) of the

premium for individual coverage and fifteen percent (15%) of the premium for family coverage. The contribution rates described herein shall apply to all health and dental insurance plans offered by the District.

**6.1.6 Retirees:**

- a. Benefits An employee who retires from the service of the District may continue to participate in the District's health insurance plan provided that the employee has at least ten (10) years credited service in the District at the time of retirement, and is enrolled in the plan prior to the effective date of retirement. Retirees shall receive the same benefits as active employees. Retirees shall not be eligible to continue to participate in the District's dental insurance plan.
- b. Retirees Prior to September 1, 2004 For retirees whose effective date of retirement is prior to September 1, 2004, the retirees' share of premiums shall be determined by the District, and may be redetermined by the District as necessary.
- c. Retirees After September 1, 2004 For retirees whose effective date of retirement is September 1, 2004 or thereafter, the District shall pay a sum equivalent to eight-eight percent (88%) of the premium for individual coverage and eighty-five percent (85%) of the premium for family coverage. The retiree shall pay a sum equivalent to twelve percent (12%) of the premium for individual coverage and fifteen percent (15%) of the premium for family coverage. The contribution rates described herein shall apply to all health insurance plans offered by the District.
- d. Post-Retirement Change of Coverage Effective September 1, 2004, individuals shall be entitled to the level of coverage (individual or family) during retirement that they had at the time of retirement. They shall, however, be entitled to a lower level of coverage (e.g., family to individual). Individuals shall be entitled to a higher level of coverage in retirement (e.g., individual to family) provided that, in addition to the retiree contribution rate, the retiree shall pay the difference in the cost of the level of coverage from the level at retirement to the higher level of coverage.

6.1.7 Annuities: The District will continue its tax-sheltered annuity plan, deducting from the gross pay of participating employees who request it, the premiums due and submitting the premiums to the designated underwriter or agent at the proper times. The employee will continue to enjoy free choice of the tax-sheltered annuity plans available. An employer may initiate, alter or discontinue a plan effective September 1, January 1 and/or May 1 of any year on three (3) weeks' notice.

6.1.8 Flex Plan: The District shall create and maintain a flexible benefit spending plan in accordance with Section 125 of the Internal Revenue Code. Such plan shall be made available to all unit members and participation in said plan shall be at the sole discretion of the individual employee.

6.1.9 Study Committee: A joint Health Insurance Study Committee of equal members selected by the Federation and the District will study alternative health insurance plans to the self-funded plan and present its findings and recommendations by April 1, 2005. Any savings realized by switching from the self-funded plan to another plan shall be negotiated by the Federation and the District.

## **6.2 Personal Injury**

6.2.1 Whenever an employee is absent and unable to perform his duties due to personal injury caused by an accident or an assault occurring in the course of his employment, he will be paid his full salary including increments during his absence from employment up to a period of three (3) years (less the amount of any Workers Compensation award made for said injury) and no part of such absence will be charged to his annual or accumulated leave.

6.2.2 The Board shall reimburse employees for costs of replacing or repairing dentures, eyeglasses, hearing aids, or similar bodily appurtenances not covered by Workers Compensation which are damaged, destroyed, or lost while in the discharge of the employee's duties within the scope of this employment as a result of an act of a second person.

6.2.3 The Board will reimburse employees for the value of any clothing or personal property damaged or destroyed while the employee was acting in the discharge of his duties within the scope of his employment provided the damage or destruction is not attributable to negligence of the employee and provided that the employee report such loss before the third working day following the occurrence. This provision shall not cover damages to an employee's motor vehicle, except that certain damage to tires and windows shall be covered, up to the amount of the owner's deductible. The only damage to tires and windows covered by this provision shall be damage which occurs when the vehicle is parked on or near School District property during the school day or while the employee is performing job duties at a scheduled function outside of regular school hours. No such damage shall be covered unless the employee officially reports the incident to the police and also reports the loss to the School District the same day as the occurrences or the next school day.

6.2.4 The Board will reimburse employees for the value of any clothing or personal property which was brought on School District premises and stolen up to a total value of two hundred (\$200) provided that teachers who have lockable storage space in which to place the property have done so.

### **6.3 Accumulative Temporary (Sick) Leave**

**6.3.1 Crediting:** A new employee shall be credited with twenty-three (23) days of accumulative temporary (sick) leave in the first year of employment, thirteen (13) days of which shall be available as of the first official day of duty, whether the employee reports for duty or not, and the other ten (10) days of which shall be available as of February 1. In each subsequent year of employment an employee shall be credited with eighteen (18) additional days of such leave available as of the first official day of duty whether the employee reports for duty or not. An employee working additional months shall be credited with one and one-half (1½) days per month.

**6.3.2 Accumulation:** Unused temporary (sick) leave shall accumulate to a total of three hundred thirty (330) days. The number of credited accumulative leave days shall be reported to employees as of September 1 during the month of October.

**6.3.3 Yearly Minimum:** If at the beginning of any year the total credited and accumulated days is less than twenty-three (23), a number of additional days shall be added as necessary to make the number of days available for that school year total twenty-three (23). No teacher may receive such a benefit more than twice in any five (5) year period.

**6.3.4 Personal Business Days:** In each school year five (5) days of accumulative temporary (sick) leave may be used for personal business reasons with no explanation required. A personal business leave may be taken the work days immediately before or after a holiday recess period if such leave was required to attend a funeral of a person not covered in Section 6.4.1.b of this Agreement, otherwise personal business leave may not be taken the work days immediately before or after a holiday or recess period and shall not be used for vacation, recreational purposes or employment by another employer.

**6.3.5 Death Benefit:** In case of death prior to retirement, a sum of money equal to the current salary day rate times one-fourth (¼) the number of days of temporary leave credited and accumulated but not used as of the day of death shall be paid to the employee's beneficiary or legal representative.

**6.3.6** Any employee who is absent for two (2) consecutive weeks or more for reasons of physical disability shall, upon written request from the District, submit a statement from an attending physician indicating the date of the expected termination of the disability.

**6.3.7** The District may require a teacher to provide proof of illness after five consecutive working days of absence.



### **6.3.8 Death/Illness Leave**

a. Family Illness Leave: Employees shall be entitled to paid leave each school year in the event of serious illness requiring bedside or household attention by the employee of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, grandfather, grandmother, aunt, uncle, grandchild or person in a parental relationship to the employee. Absences due to family illness shall be deducted from accumulated temporary (sick) leave. Nothing herein shall reduce an employee's rights pursuant to the Family and Medical Leave Act or other state or federal law.

b. Bereavement Leave: Effective September 1, 2003, employees shall be entitled to absences with pay due to death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, grandfather, grandmother, aunt, uncle, grandchild or person in a parental relationship to the employee. All absences due to death shall be deducted from accumulated temporary (sick) leave.

## **6.4 Non-Cumulative Temporary Leave**

**6.4.1** Employees shall be entitled to the following absences with pay each school year in addition to the leave specified heretofore:

- a. Not exceeding three (3) days for religious reasons which require absence during school hours.
- b. Time necessary to appear in any legal proceeding connected with the employee's employment or with the school system, or for the performance of jury duty, or because he has been subpoenaed in a legal matter to which he is not a party. An employee taking such leave shall reimburse the School District for fees received in excess of expenses.
- c. Not exceeding two (2) days for the purpose of visiting other schools or for attending meetings or conferences of an educational nature, upon the written approval of the Superintendent. Additional days for these purposes may be granted by the Superintendent upon written application. In addition to the foregoing, Federation representatives shall be granted time necessary to attend AFT and NYSUT conferences and conventions to a total of twenty (20) teacher-days per year.

## **6.5 Extended Leave**

**6.5.1 Leaves of Absence**: Leave without pay shall be granted to tenured employees for the reasons and periods indicated below.

- a. Teaching: Leave will be granted up to one (1) year for exchange teacher service to gain experience in another system and up to two (2) years for Peace Corps, VISTA, or National Teacher Corps service. Upon returning, an employee shall be considered as though employed by the Board during the period of leave and shall be placed on salary step accordingly.
- b. Illness: Leave will be granted up to two (2) years beyond the period of accumulated temporary (sick) leave as necessary to recuperate from the illness.
- c. Personal: Leaves will be granted for one (1) full year for personal reasons with extensions granted at the option of the Board. Effective September 1, 1996, leaves of absence for full-time employment in another school district shall be at the sole discretion of the Board of Education. Leaves for less than one (1) year for personal reasons may be obtained upon approval of the Superintendent. Such leaves may also be extended for up to one (1) year upon approval of the Superintendent. Any teacher who engages in employment not specified in the application or later approved by waiver shall be deemed to have resigned. Minor employment shall be exempt from this restriction. Applicants will attempt to arrange such leave to commence at the beginning of a semester and to end at the end of a semester to the extent possible.

**6.5.2 Military Leave:** Leave will be granted for military duty as provided by law. The employee shall be paid his salary while engaged in ordered military duty, not exceeding thirty (30) days in any one (1) calendar year. Upon return an employee shall be considered as though employed by the Board during the period of leave and shall be placed on salary step accordingly but with salary step advancement limited to a maximum of four (4) years.

**6.5.3 Childrearing Leave:** Leave without pay shall be granted an employee for a childrearing leave during an employee's pregnancy and for up to two (2) years following the birth of the employee's child. Notice of such leave shall normally be submitted to the District at least forty-five (45) calendar days prior to the commencement of such leave. A tenured teacher who returns to duty within the same school year during which such leave commenced and within both six (6) months of the start of such leave and at least four (4) months prior to the close of the school year shall be returned to her prior teaching assignment when possible. For non-tenured employees the period of leave shall be considered an interruption of the probationary period. No employee shall accumulate additional leave days during childrearing leave. Such leave will also be granted to an employee who adopts a child provided the leave does not extend beyond the adopted child's second birthday and the child is six (6) months of age or less at the time of adoption. In adoptions involving children from other countries, such leave will be granted provided the child is less than six (6) months old at the time the adoption arrangements are made.

**6.5.4 Professional Activity Leave:** Leave without pay will be granted an employee designated by the Federation for up to two (2) years to engage in teacher organization activities. Upon return the employee shall be regarded as though employed by the Board during period of leave and shall be placed upon salary step accordingly.

**6.5.5 Accumulated Length of Leaves:** Any combination of leaves taken pursuant to section 6.5 shall not exceed a consecutive period equivalent to three (3) school years.

**6.5.6 Application:** All applications for leave under this Section shall be made and leaves granted in writing.

**6.5.7 Notice of Return:** An employee on leave for a year or more shall notify the Superintendent of his intent to return to service at least five (5) months before the end of the leave period. In case notice is not received, the Superintendent shall send a letter of inquiry to the employee at his permanent mailing address. Failure to notify the Superintendent within one (1) month of inquiry shall constitute a resignation. An employee on half-year leave of absence shall notify the Superintendent of his intent to return sixty (60) days before the end of the leave period. Failure to so notify the Superintendent shall constitute a resignation.

**6.5.8 Status on Return:** All benefits to which a tenured employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, will be restored to him upon his return, and he will be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position. An employee who returns from such leave will be placed on at least the same level of the salary schedule he was on when the leave commenced except that an employee having served at least five (5) months in the school year in which the leave commenced and not returning, within such school year shall be placed on the next higher level of the salary schedule.

## **6.6 Sabbatical Leave**

**6.6.1** Upon recommendation of the Superintendent, sabbatical leave may be granted an employee who has served at least seven (7) years in the school system (extended leave time excepted) for study and for other purposes of value to the school system. An employee granted a sabbatical leave shall sign a statement committing his return to the School District for one (1) year following the termination of his sabbatical leave.

**6.6.2** The Board shall grant such leaves for one percent (1%) of the total number of employees in the system each year, provided such number of applications are received and that a satisfactory replacement for the applicant can be obtained.

**6.6.3** Applications for sabbatical leave must be submitted by March 1 of the school year before the year for which the leave is requested. Employees shall be notified of the action taken on their applications by April 1.

**6.6.4** Preferment in the granting of sabbatical leaves shall be given to applicants engaged in full-time formal study at the graduate level except that an applicant planning informal study, part-time study, research and/or other activities of value to the District who has not been granted sabbatical leave during the preceding ten (10) years shall be granted sabbatical leave on a basis of equality with other applicants.

**6.6.5** Sabbatical leaves for one (1) year shall be at a half ( $\frac{1}{2}$ ) salary and sabbatical leaves for a half ( $\frac{1}{2}$ ) year shall be at three-quarters ( $\frac{3}{4}$ ) the salary the employee would have received in his regular assignment. Salary step credit shall be granted for the period of sabbatical leave.

**6.6.6** Any employee granted a sabbatical leave who engages in employment not approved for such leave (or later approved by waiver) shall be deemed to have resigned. However, minor employment supplementary to the purpose of the leave shall be exempt from this restriction.

**6.6.7** An employee who has been granted a sabbatical leave shall not be eligible for an additional sabbatical leave unless the employee has worked seven (7) years in the school system (extended leave time excepted) since completion of his earlier sabbatical leave.

## **6.7 Payroll**

**6.7.1 Paydays:** Payment of salary and other compensation shall be made in the twenty-one (21) payments every other Friday for the 2004-05, 2005-2006, and 2006-2007 school years.

In addition on the Friday of the first week of school all full time teachers will receive a flat payment of five hundred (\$500) dollars less compulsory deductions which will be deducted from the fiscal year gross salary prior to calculating the gross salary per pay period for the school year. Whenever a payday and vacation or recess day coincides, payment shall be made on the last day of school preceding the payday, provided such day is at least seven (7) school days after the immediately prior payday. A copy of the payday schedule shall be furnished each employee during the first week of school.

Effective September 1, 2005 the District, in its discretion, may pay employees on a semi-monthly basis. Prior to the issuance of any change in payroll practice, the District shall provide at least three month's notice to the Federation. The parties are required to agree on the school pay dates should this option be implemented.

**6.7.2 Summer Recess Optional Pay:** Upon the request of an employee the Board will defer sixteen percent (16%) of the employee's pay from each paycheck until the end of the school year for payment with the last paycheck.

### **6.7.3 Deductions:**

- a. The Board agrees to make periodic deductions from the employee's pay for Federation dues, Federation group insurance, medical insurance, tax sheltered annuities, Teachers' Federal Credit Union, United Way Fund and U.S. Savings Bonds, and Vote Cope, as the employee may direct in writing and for such other purposes as the Federation shall request, the Board agree to, and the employee direct.
- b. When the new computer system is operational, the District shall check off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for any NYSUT Member or Agency Fee Payee. Such signed authorization may be discontinued at the end of the term upon written notice by the employee to the District. The District shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the Plan and the Federation with a list of all employees from whose salaries such deductions have been made.

## **6.8 Additional Employee Benefits**

**6.8.1 Tuition Charges:** The dependents of members of the bargaining unit who live outside the District shall be allowed to enroll in the Schenectady City School District. The District shall waive all tuition charges for such enrollment.

**6.8.2 Tuition Charges:** Any member of the bargaining unit with dependents enrolled in the District shall have the right to determine in which District school(s) those dependents shall be enrolled. This enrollment shall depend on the availability of space in that school.

**6.8.3** Teachers may obtain a pass to attend athletic events without charge from the Coordinator of Interscholastic Athletics.

## **ARTICLE 7**

### **EMPLOYEE RIGHTS AND PROTECTION**

#### **7.1 Employment**

**7.1.1 Salary Step Placement:** A new employee shall be placed on the proper step of the salary schedule according to their experience and education. Upon initial employment all credit, to a maximum of nine (9) years for previous outside experience in a duly accredited school shall be granted for salary placement and career teacher incentive purposes. A reinstated employee or an employee who has been rehired within five (5) years of the date of resignation from the District and not covered by Section 7.1.3 of this Agreement shall be restored to the salary step placement that they occupied when they left the District. An employee rehired after five (5) years from the date of resignation from the District shall be considered a new employee.

Additional credit not to exceed four (4) years for military experience and not to exceed two (2) years for Peace Corps, VISTA, or National Teacher Corps work will be given upon initial employment.

Credit shall be given upon initial employment for work experience in the case of social workers, psychologists, librarians, technical personnel, and technical teachers. Employees receiving credit for years of work or field experience above and beyond their teaching experience shall receive one (1) salary step for each year of experience not including apprenticeship and preparation. The maximum number of credits for such experience will be eight (8).

The District shall not be obligated to grant more than a total of seventeen (17) years credit to any new employee. This maximum allowance shall be determined by the total year's credit for previous teaching, military, work, field, or any other experience enumerated in this Section.

**7.1.2 Certification:** No uncertified person shall be employed for a position if qualified certified personnel are available.

**7.1.3 Re-employment:** Employees who have resigned or been granted leave from the Schenectady School System having worked at least five (5) months in the school year of the resignation and not returning within the year of their resignation will, upon returning to the system, be restored to the next position on the salary schedule above that which they left except they shall be further advanced as indicated by further education and experience. Previously accumulated, unused leave days will be restored to all returning tenured teachers.

#### **7.2 Assignment**

**7.2.1 Notification:** Teachers will normally be notified in writing of their assignments for the coming school year including the schools to which they will be assigned, the grades and/or subjects they will teach, and any special or unusual classes or pupils they will have no

later than May 15 on the elementary level and June 4 on the middle and senior high school levels. If, after the last scheduled day of school in any school year, it becomes necessary to change the then current building, grade level, or subject assignment of any employee covered by this Agreement, the District will notify the employee by registered mail of such a change.

**7.2.2 Certification:** To assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned, except with the written consent of the teacher involved, outside the scope of their teaching certificate and/or their major or minor fields of study, except temporarily and for good cause in the case of secondary teachers who may be assigned one (1) period outside their certification areas.

**7.2.3 Scheduling:** In arranging schedules for employees assigned to more than one (1) instructional facility, an effort will be made to limit the inter-instructional facility travel. Such teachers will be given one (1) month or longer notice of any changes in their schedules. Affected faculties will also be notified of the change.

**7.2.4 Fair Practice:** Assignments will be made without regard to race, color, creed, religion, nationality, sex, or marital status unless based on a bona fide occupational or educational requirement.

### **7.3 Transfers**

**7.3.1 Requests for Voluntary Transfer:** An employee desiring a change in building assignment or desiring a change in grade and/or subject assignment involving a change in building assignment may inquire at any time to ascertain the possibility of such a vacancy and may file a written request for such a change of assignment at any time with the appropriate assistant superintendent. Such request should specify the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred.

**7.3.2 Criteria:** In evaluating a request for voluntary transfer these factors shall be weighed:

1. The preference of the employee and the date of his request,
2. Ability to perform in the new position as indicated by certification,
3. Educational qualification and experience in comparable positions, and
4. The judgment of the administrator(s) in charge of both the present and future assignment as to whether the applicant can perform most satisfactorily if there are two or more applicants.

When more than one (1) qualified employee has requested transfer to the same vacancy, and other factors are equal, preference shall be given first to the person with the

greatest service within the department or elementary school programs in the District, next to the person with the greatest teaching experience in the District, and finally to the person with the greatest overall teaching experience.

**7.3.3 Notification:** All vacancies in the negotiating unit for the following year which are not filled by reassignment within a building shall be posted in all schools or otherwise published by May 1 and thereafter biweekly as they occur until the close of school, and shall not be filled until fifteen (15) days after publication.

- a. During the period following the close of school and up to fifteen (15) school days after the start of school, posting shall not be deemed necessary but vacancies shall be filled with reference to requests made under Section 7.3.1 and in accordance with the criteria outlined under Section 7.3.2. During the first fifteen (15) days of school, the provisions of Sections 7.3.1 and 7.3.2 may be suspended when deemed necessary by the Superintendent.
- b. During the period following fifteen (15) school days after the start of school the posting of a vacancy may be deferred until May 1 and the position filled to the end of the school year by temporary assignment.

**7.3.4 Involuntary Transfer:** An involuntary transfer or reassignment may be made only after a meeting between the teacher involved and the Assistant Superintendent in charge, at which time the teacher will be notified of the reasons thereof. In case of a need to reduce staff in a given building, the employee selected for involuntary transfer shall ordinarily be that employee in the affected function with least service with the District. When a building is closed or a teacher is involuntarily transferred or reassigned, those employees shall retain the building seniority rights they had accrued prior to the transfer. Notice of an involuntary transfer or reassignment shall be given pursuant to Section 7.2.1.

**7.3.5** Employees being involuntarily transferred shall be notified of the positions available in their tenure area. Such teachers may request transfer in order of preference, to those positions which they prefer. There shall be no involuntary transfer from one (1) tenure area to another and when involuntary transfer or reassignment takes place the procedures under Section 7.3.2 shall apply.

**7.3.6** No teachers shall lose salary step or salary schedule position or graduate study or career teacher incentive credit due to transfer within the negotiating unit.

**7.3.7 Guarantee of Schenectady Teacher Status Under BOCES:** The Board shall guarantee that any teacher on tenure in Schenectady shall be retained in Schenectady service unless Agreement with the BOCES Board establishes the right of a transferred teacher to be paid, at his own option, at Schenectady teacher rates and to enjoy benefits identical with those of Schenectady teachers for the period of this Contract.



## **7.4 Preferment**

**7.4.1** Qualified employees in the negotiating unit shall have preferment for assignment, reassignment, transfer, or promotion to openings which may occur when other factors of qualification are substantially equal. In hiring personnel for summer school, after-school programs covered under this Contract, coaching, and other extra duty pay positions, assignments shall be made from among qualified applicants in the bargaining unit to the extent possible. The criteria outlined in Section 7.3.2 shall be used in evaluating the qualifications of applicants.

**7.4.2** In selecting from among equally qualified applicants the persons with the most service in the District shall be chosen for promotion and for summer and after-school program assignments covered by this Contract. In selecting from among equally qualified applicants for coaching positions, physical education personnel within the negotiating unit shall have preferment over other applicants. In making assignments within a building, preferment among equally qualified applicants shall be given the applicant with longest service in the building.

**7.4.3** It is recognized that applicants from outside the negotiating unit who possess qualifications superior to those of applicants in the negotiating unit may be hired.

## **7.5 Tenure**

**7.5.1 General:** Tenure shall be granted to full time probationary employees following three (3) years of satisfactory service. With respect to tenure areas, the granting of tenure and rights which adhere to tenure, the regulations of the Board of Regents, the Commissioner of Education and the Statutes of the State of New York shall be followed. Persons employed prior to August 1, 1975 and granted tenure thereafter were granted tenure based on existing regulations and contract agreements with the bargaining unit.

**7.5.2 Transfer of Tenure Area:** An employee holding tenure but transferring to a position outside his tenure area shall be granted tenure in the new area after one (1) year of satisfactory service. A probationary employee who has served satisfactorily in one (1) tenure area who is transferred to a new tenure area will be required to serve a total of not more than four (4) years before tenure.

**7.5.3 Return to Tenure:** An employee who has resigned from the District while on tenure who returns to employment in the same tenure area within five (5) years shall serve on probation for only two (2) years before being returned to tenure.

## **7.6 Promotion**

**7.6.1 Opportunity to Apply:** All Schenectady employees shall have an opportunity to apply and compete for any temporary or permanent supervisory staff, department chairman, or middle school curriculum leader position. Temporary vacancies are excepted which are being filled from within the supervisory staff, which are only until the end of the current semester or

ninety (90) days whichever is more, or which are summer session positions of less than six (6) weeks. Notification shall be posted in all buildings at least fifteen (15) school days before the final date for application submission. The notification shall specify the minimum requirements for the position; any reduction in such minimum requirements shall necessitate a reposting of the vacancy and a new application period. The Federation President shall be informed of all such promotional vacancies, temporary or permanent. Any such promotional vacancies which may arise during the summer recess shall also be posted in summer school buildings and in the central administration offices and shall be released to the local press.

**7.6.2 Advance Application:** Any employee desiring promotion to a supervisory staff position may submit his name to the Superintendent who shall notify the employee of any openings in the supervisory staff which may arise. While the employee is on extended or sabbatical leave or during the summer recess, such notification shall be sent at least three (3) weeks before the final date for submission of applications to the last known address of such persons on leave.

**7.6.3** Fair practices shall be observed in the filling of promotional vacancies. Preferment shall be granted employees of the District when other factors of qualification are substantially equal. An unsuccessful applicant will be granted a written notification of his rejection and at his request an oral or written statement of the reason for his rejection.

## **7.7 Protection**

**7.7.1 Assault:** An employee will immediately report any case of assault suffered in connection with employment to the principal or immediate supervisor. The administration will take positive action to assure the future health and safety of the employee. Such action may in extreme cases include legal action against the assailant and exclusion from the school.

**7.7.2 Legal Defense:** The Board agrees to hold employees harmless for all financial loss, including reasonable attorney's fees, arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or omission to act by such employee while serving within the scope of his employment in the discharge of his duties.

**7.7.3 Payment of Loss:** The Board shall reimburse loss resulting to an employee from taking students on trips authorized by the District, provided the teacher was acting in the discharge of his duties within the scope of his employment, and the Board shall reimburse an employee for any additional premiums on his automobile insurance up to a maximum of three (3) years resulting from an accident which occurs on such a trip and for any losses in excess of his policy limits.

**7.7.4 Notification:** An employee must notify the School Business Administrator of any accident or claim which might be covered by this Section within ten (10) days after the accident occurs or the employee knows of the claim. In addition, an employee shall within ten (10) days

of the time he is served with any summons, complaint, process, notice, demand, or pleading, deliver the original or a copy thereof to the School Business Administrator.

**7.7.5 Personnel Files:** A personnel file on an employee shall be maintained by his building principal or supervisor and by the central administration. An employee's file shall be open for inspection by him at any time but to no others except supervisory staff members whose duties actually require access to the file. No material derogatory to an employee's conduct, service, character, or personality, or which might reasonably be considered derogatory, shall be placed in the file until the employee has read the material and signed the copy to be filed to indicate he has read the item. The employee shall have a right to comment on or answer any derogatory material filed and the employee's notation shall be affixed over the material commented on. Should an employee refuse to sign a copy of any material, indication of such refusal shall be sent to the employee and the Federation building representative. The building representative will acknowledge receipt thereof in writing. In the event that the employee fails to sign the copy within five (5) days after receipt of the notification, the material, together with the notification, shall be placed in the employee's file and a copy given to such employee.

**7.7.6 Right of Confrontation:** An employee shall have a right to confront any person who lodges a charge against him with the administration. No disciplinary action can be taken against the employee if the complainant refuses such confrontation unless the administration possesses documentary evidence and/or independent confirmation and substantiation of the charge to justify disciplinary action. No written notation or record of an oral complaint received by the administration from any source shall be placed in the employee's personnel files.

**7.7.7 Freedom of Association:** No employee shall be subject to censure, reproof, discrimination, or any disciplinary action by the Board or by the administration or lose any right or privileges because of his association or lack of association with any legal organization or activity, or because of the responsible exercise of his constitutional rights and obligations.

**7.7.8 Academic Freedom:** In following the curriculum, teachers should encourage students to develop considered, responsible, rational positions on issues of concern. Neither the Board nor the administration shall proscribe ideas, speech, publications, or school materials to be used in the development of responsible ideas.

**7.7.9 Loyalty Oath:** The Board agrees that it will not require any employee to complete an oath or affirmation of loyalty unless such requirement is established by law.

**7.7.10 Job Security:** Whenever the Board of Education abolishes positions, any teachers whose positions are abolished shall be assigned to vacancies in their areas of certification on the basis of seniority in the system. Any tenured teachers for whom no vacancies are available in their areas of certification shall be assigned to such vacancies for which they can qualify within a period of one (1) year, provided the Superintendent is not denied an excuse of default certificate.

This provision shall not be construed to affect in any way the rights of the Board of Education to terminate a non-tenured teacher during his/her probationary period for reasons other than the abolishment of a position.

**7.7.11 Just Cause:** Charges made by the Board of Education which might result in the discipline (including reprimand) or discharge of a tenured teacher shall be for just cause and shall be reviewable through the grievance/arbitration provision of the Agreement.

The election by a tenured teacher to submit such a grievance to arbitration shall automatically constitute a waiver of all other remedies or forums which otherwise might be available.

## **7.8 Student Teacher Supervisors**

**7.8.1** Student teacher supervisors shall:

1. Have at least provisional certification.
2. Make the request for a student teacher in writing.
3. Not have more than one (1) student teacher per school year unless there is an instance in which no other teacher wants to have a student teacher.

The School District agrees to foster cooperative student teaching relationships with selected colleges and universities.

**7.8.2** The Administrator will inform all teachers, in writing, of the procedures for applying for student teachers.

**7.8.3 Tuition Waiver Transfer Pool:** Supervising teachers who have worked with SUNY student teachers and who do not intend to use tuition waivers received therefore may transfer the tuition waiver to a pool maintained by the Superintendent for the benefit of School District employees. Transferred waivers will be allocated on a building level to applicants according to the priorities listed below:

1. Professional staff member who earned a waiver privilege in the past, did not use it, but needs one now.
2. Professional staff member who has had, or now has, a student teacher from a college which does not extend the waiver privilege.

3. Professional staff member matriculated in a degree-awarding SUNY graduate program.
4. Other professional staff members.

Assignment shall be made first to employees represented by the teachers' negotiating unit in any of the four (4) categories above, and then, in the absence of any such employees, to other professional employees. Information concerning the availability of tuition waivers will be posted quarterly. However, employees who wish to transfer waivers they have earned to members of their immediate family may do so providing the person to get the waiver is employed by the School District. In such a case, the person transferring the waiver relinquish all rights to be considered in a higher priority by virtue of having given the waiver. Waivers not used at the building in which they were turned in shall be transferred to a district-wide tuition pool ninety (90) days before they expire, which shall be administered in the manner specified above.

## **ARTICLE 8**

### **TEACHER EVALUATION**

#### **8.1 Purpose of Evaluation of Teaching**

**8.1.1** Effective evaluation of teaching should result in personal professional growth which in turn will provide:

1. A highly qualified permanent staff, and
2. A continuum of quality education for all students.

#### **8.2 General Principles**

**8.2.1** The responsibility for the evaluation of teachers is shared by principals, directors, supervisors or coordinators, department heads, and assistant superintendents according to Section 8.4. Since the primary responsibility of evaluations rests with the principal of the school, or, in the case of special teachers, with their supervisors, all evaluators share with the principal or supervisor information regarding the teacher's performance.

**8.2.2** The basis of comparison used in evaluating teaching shall be the performance of teachers of similar experience and professional preparation.

**8.2.3** Effectiveness of evaluation hinges upon the establishment of a cooperative, constructive relationship between the evaluator(s) and the person being evaluated.

**8.2.4** Introduction to the evaluation form shall be part of the probationary teachers' orientation to the school system. Teachers not beginning employment in the fall will receive this information from their immediate supervisors within ten (10) school days. In the case of Pupil Personnel Services employees designated as school nurse-teachers, attendance counselors, guidance counselors, school psychologists, and school social workers, a P.P.S. evaluation form (Part I & II) will be used in lieu of the regular evaluation forms by the respective principals and supervisors according to the provisions herein.

**8.2.5** Nothing herein shall be interpreted to prevent informal visits to classrooms by administrators.

**8.2.6** Nothing herein shall prevent a principal from delegating the process of evaluating to an assistant principal.

### **8.3 Observations and Evaluations**

**8.3.1** All monitoring or observation of the work performance of a teacher will be conducted openly, with full knowledge of the teacher.

**8.3.2** Public address, audio systems, or similar surveillance devices shall not be used.

**8.3.3** Teachers will be given a copy of any class visit report or evaluation report prepared by their supervisors at least one (1) day before the discussion conference.

**8.3.4** No such report shall be submitted to central administration, placed in a teacher's file or otherwise acted upon without a prior conference with the teacher and signature by the teacher to indicate he has read and understood it and had an opportunity to reply to it.

**8.3.5** If a probationary teacher is not recommended for tenure, the provisions of Section 3031 of the Education Law shall be followed.

**8.3.6** Probationary teachers will be notified of their reappointments for the succeeding year at least ninety (90) days prior to the expiration of the school year. A teacher will be informed of the Superintendent's recommendation as to the granting of tenure, at least ninety (90) days prior to the expiration of his probationary appointment.

**8.3.7** It is a prime responsibility of the evaluators to assist the teacher to improve his teaching performance where evaluations indicate improvement is needed. A commitment of one (1) forty-five (45) minute period of direct assistance shall be given to the probationary teacher by the evaluator who gave the unsatisfactory rating. Such assistance may include, but shall not be limited to, such methods as demonstration teaching, help in organization and use of materials, providing in-service and other training, arrangement for visitation and provision of additional materials.

**8.3.8** None of the above, in any way, shall prevent a teacher from filing a grievance under the terms of this Contract through the grievance procedure, or under the rulings of the Commissioner of Education, or under any State or Federal law applicable herein.

### **8.4 Procedures: Evaluation Scheduling**

#### **8.4.1 Specifications**

1. Any teacher may request and receive additional observations;
2. All observations will be continuous for the specified time;

3. Classroom observations shall be reported on the designated form and copies given to all the probationary teachers at least one (1) day prior to the conference;
4. Conferences shall follow observation within five (5) school days;
5. The final evaluation for the school year shall be a sharing of information regarding performance observed by all evaluators on the designated form with copies given to the probationary teacher at least one (1) day prior to the final evaluation conference;
6. The final evaluation conference with the probationary teacher to interpret proposed evaluation will take place at least ninety days before the expiration of probationary period.

#### **8.4.2 Elementary Teacher with a One-Building Assignment**

- a. Classroom Teacher: Principal - three (3) thirty (30) minute observations.
- b. Special Teacher: Principal - one (1) thirty (30) minute observation; Director, Supervisor or Department Head - two (2) thirty (30) minute observations.
- c. The final evaluation form is prepared for the classroom probationary teacher by the principal.
- d. The final evaluation for the special probationary teacher in pre-kindergarten, art, reading, mathematics, music, physical education, special education or library shall be prepared by a principal or supervisor designated by the deputy superintendent or appropriate assistant superintendent. The designated principal or supervisor in preparing the final evaluation shall involve those administrators, supervisors, department heads who have made thirty (30) minute observations or have responsibility for the supervision of the probationary teacher. All final evaluations must be signed by those principals, supervisors or department heads who have contributed to the preparation of the evaluation.

#### **8.4.3 Elementary Teacher with a Multi-Building Assignment**

- a. Classroom Teacher: Principal - two (2) thirty (30) minute observations by each principal.



- b. Special Teacher: Each principal - one (1) thirty (30) minute observation; director, supervisor or department head - two (2) thirty (30) minute observations. However, in the case of an instrumental music teacher no more than four principals shall observe the teacher.
- c. The final evaluation form is prepared for the classroom probationary teacher by each principal.
- d. The final evaluation for the special probationary teacher in pre-kindergarten, art, reading, mathematics, music, physical education, special education or library shall be prepared by a principal or supervisor designated by the appropriate assistant superintendent or the deputy superintendent. The designated principal or supervisor in preparing the final evaluation shall involve those administrators, supervisors, department heads who have made thirty (30) minutes observations or have responsibility for the supervision of the probationary teacher. All final evaluations must be signed by those principals, supervisors or department heads who have contributed to the preparation of the evaluation.

#### **8.4.4 Secondary Teacher**

- a. One-Building Assignments: Principal - one (1) class period observation; Supervisor - one (1) class period; department head - one class period. Where there is no department head, the supervisor shall make one (1) additional observation and where there is no supervisor, the department head shall make one (1) additional observation. Where there is only a principal in charge, he shall make two (2) additional observations.
- b. Multi-Building Assignments: Each principal - one (1) class period observation; Supervisor - one (1) class period; Department Head - one (1) class period. Where there is no department head, the supervisor shall make one (1) additional observation and where there is no supervisor, the department head shall make one (1) additional observation. Where there are only principals in charge, one shall be designated by the deputy superintendent or appropriate assistant superintendent to make one (1) additional observation. In the case of an instrumental music teacher, no more than four (4) principals shall observe the teacher.
- c. The final evaluation form is prepared for the regular classroom teacher by the building principal.
- d. The final evaluation form for special teachers in art, reading, music, physical education, special education, industrial arts, health, home economics or library is prepared by a principal or supervisor designated by the deputy superintendent or appropriate assistant superintendent. The

designated principal or supervisor in preparing the final evaluation shall involve those administrators, supervisors, department heads who have made thirty (30) minute observations or have responsibility for the supervision of the probationary teacher. All final evaluations must be signed by those principals, supervisors or department heads who have contributed to the preparation of the evaluation.

#### **8.4.5 Evaluation Time Schedules:**

- a. Probationary teachers employed as of September shall be observed at least once between October 15 and December 15 and at least once between January 15 and March 1. Final evaluations and conferences shall be completed by March 1.
- b. Probationary teachers not employed as of September shall, if employed more than five (5) months in one (1) school year, be observed beginning one (1) month after employment and the other observation shall follow the schedule previously designated above, and if employed less than five (5) months, the first observation is to be done one (1) month after teaching assignments begins with the evaluation to be completed ninety (90) days before anniversary date of the teaching assignment.
- c. Pupil Personnel Services
  1. Pupil Personnel Services employees designated as guidance counselors, school nurse-teachers, school psychologists and social workers will be evaluated through use of the P.P.S. evaluation form by the Director of P.P.S., principals of assigned schools, and P.P.S. department heads where applicable. Attendance counselors will be evaluated by the Director of P.P.S.
  2. Part I (Preliminary Evaluation) of the P.P.S. Evaluation Form will be completed jointly by the staff member and each evaluator prior to October 15 of each probationary year indicating mutual agreement on "priorities for the year."
  3. The P.P.S. staff member will assume responsibility for calling to the attention of the Director of P.P.S. any conflicts resulting from the setting of preliminary priorities with his respective evaluators.

The Director of Pupil Personnel Services will be charged with resolving conflicting expectations.

4. Part II (Final Evaluation) of P.P.S. Evaluation Form will be completed by those evaluators who participated in the preliminary evaluation.

**8.4.6 Forms:** A report of class visit shall be completed during and immediately following each classroom visit and a teacher evaluation form shall be completed following the last classroom visit of the year.

**8.4.7 Tenured Teachers:** Tenured teachers shall be evaluated annually by the principal(s) and supervisor, if any, in joint conference. The tenured teacher may be asked to submit a statement of self-evaluation and similar statements may be submitted by the evaluators, individually or jointly. The conference shall be held and the evaluation completed before May 1st each year following the granting of tenure.

## ARTICLE 9

### TEACHING CONDITIONS

#### 9.1 Teaching Day

9.1.1 Elementary: Elementary teachers at the elementary level shall not be required to be at their assigned duty stations earlier than 8:00 A.M. or later than 9:00 A.M., except as provided under Section 9.1.3. They shall have a forty-five (45) minute duty-free lunch period scheduled between 11:00 A.M. and 1:00 P.M. The elementary teacher day shall not exceed six (6) hours and fifteen (15) minutes. Auxiliary duties shall be equitably distributed, rotated, or compensated. The regular school day of pupil personnel services employees receiving additional compensation under Section 5.2.1 shall not exceed seven (7) hours and twenty-five (25) minutes, including the duty-free lunch period. The starting and ending times for the school day to be used in a school year will be announced by June 1 of the preceding school year.

#### 9.1.2 Secondary

- a. Employees at the middle-school level shall be assigned a school day extending for no more than six (6) hours and thirty-five (35) minutes and normally beginning no earlier than 8:00 A.M. or later than 9:00 A.M. This shall not preclude existing classes which have been approved by teachers and administrators which begin earlier. Between the hours of 11:00 A.M. and 1:15 P.M. each middle-school employee shall have a duty-free lunch period of at least thirty (30) minutes in length.
- b. Employees at the high school level shall be assigned a school day extending for no more than six (6) hours and thirty-five (35) minutes and beginning no earlier than 7:30 A.M. nor later than 8:30 A.M. Between the hours of 10:30 A.M. and 12:45 P.M. each employee shall have a duty-free lunch period of at least thirty (30) minutes in length.
- c. Teachers, excluding technical teachers, with their consent, may be assigned a teaching day to begin prior to the time of the regular school day as defined in Section 9.1.2.a and Section 9.1.2.b above. In neither case shall the teaching day be more than six (6) hours and thirty-five (35) minutes.
- d. Technical teachers may be assigned an extra period prior to the time of the regular school day as defined in Section 9.1.2.b, above.
- e. No assigned activity may be required to extend more than thirty (30) minutes before or thirty (30) minutes after the teachers' day.

- f. The regular school day of pupil personnel services employees receiving additional compensation under Section 5.2.1 shall not exceed seven (7) hours and twenty-five (25) minutes, including the duty-free lunch period. The starting and ending times for the school day to be used in a school year will be announced by June 1 of the preceding school year.

### 9.1.3 Meetings

- a. Elementary and Secondary: Elementary teachers shall be required to attend meetings outside the teaching day for a total of not more than seventy-two (72) hours each school year, as more fully described in this section. Special area and special education teachers shall be required to attend meetings outside the teaching day for a total of not more than seventy-seven (77) hours each school year, as more fully described in this section. Secondary (middle and high school) teachers shall be required to attend meetings outside the teaching day for a total of not more than eighty (80) hours each school year, as more fully described in this section. For purposes of this section, "meetings" shall include "office hours", which must be in blocks of at least thirty (30) minutes per day. A single meeting shall otherwise consist of one block of sixty (60) minutes per day.
- b. District Initiated Meetings:  
Each teacher shall be required to attend one school-wide meeting each month (10 meetings per year). Each elementary teacher shall be required to attend a total of twelve (12) faculty meetings, department meetings, and/or grade level meeting each year (12 meetings per year). Said meetings shall be held once each month throughout the year, except for two months of the school year when said meetings shall be held twice. Each secondary teacher shall be required to attend one faculty meeting each month (10 meetings per year). Each secondary teacher shall be required to attend one departmental meeting each month (10 meetings per year). Each special area and special education teacher shall be required to attend one faculty meeting per month (10 meetings per year). Each special area and special education teacher shall be required to attend seven special area meeting each year (7 meetings per year). In the event that the District and the Federation mutually determine that the monthly faculty meeting, school-wide meeting, department meeting, grade level meeting and/or staff development meeting should not be held, the parties shall agree to use that 60 minute block as otherwise permitted by this section.
- c. Office Hours:  
Each teacher shall be required to be available for twenty (20) office hours each school year for students and student-related activities and parents.

Elementary teachers shall provide their supervisor with a schedule of their office hours three times a year consistent with the marking periods and secondary teachers four times a year consistent with the marking periods. Office hours must be in at least thirty (30) minute blocks per day and the activities conducted during such hours shall be teacher initiated and directed. The teacher shall notify their principal of any changes in the office hour schedule.

- d. Professional Development Hours: Each teacher shall complete thirty (30) hours of Professional Development Program approved by the Curriculum Coordination Council ("CCC") each school year; of which ten (10) hours may be completed during the summer recess.

The District and the CCC shall provide a course selection of Professional Development Program to all teachers and teachers may select their hours from the Professional Development Program offered to satisfy their professional obligation. The District and the CCC may schedule some Professional Development Program in blocks of time that exceed one hour in length and/or that meet weekly, biweekly, monthly or in any other periodic manner. However, the District and the CCC shall schedule some Professional Development Program in one hour blocks of time.

Teachers who are unable to meet the 30 required hours of Professional Development Program in one hour blocks will be reviewed on an individualized basis by the District and the CCC. A teacher who anticipates she/he will be unable to meet the 30 required hours of Professional Development Program in one hour blocks and is seeking individualized review shall contact the Superintendent and Federation President in writing as soon as possible.

The Federation and the District mutually agree to meet at least once monthly to discuss concerns about the Professional Development Program.

In the event that the CCC does not adopt the Professional Development Program after good faith effort, the Superintendent and the President of the Federation shall meet to develop a mutually agreeable schedule for such hours.

- e. Courses beyond a Master's Degree may qualify for credit stipend or professional development at the teacher's option but not both. Courses are subject to CCC approval.
- f. All teachers may be required to attend no more than three (3) evening meetings a year.

- g. The District shall establish a schedule for all meetings described in this section prior to the commencement of the school year.

**9.1.4 Professional Obligations:** Notwithstanding the preceding, it is understood that teachers retain a professional obligation to counsel with parents and to assist individual pupils. Meetings outside the school day shall be prearranged by those involved to cover situations in which participants are unable to meet during the school day. In an unscheduled appearance of a parent before or after school, the teacher will counsel with the parent unless the teacher himself is confronted with a conflicting appointment. In this event, arrangements for a subsequent meeting will be made.

Teachers of pupils in Kindergarten through Grade 5 have an obligation to conduct one (1) parent-teacher conference a year for each pupil outside of the teacher day. Such conferences shall be conducted within the months designated by the District. The District will provide four (4) one-half (½) day Superintendent's Conference Days during the first semester for the purpose of parent conferences. Kindergarten teachers who teach two (2) sessions and have a combined enrollment of thirty-three (33) to forty-three (43) shall receive one (1) additional half day of release time. If the combined enrollment is greater than forty-three (43), then the teacher shall receive two (2) additional half days of release time.

## **9.2 Elementary**

**9.2.1 Teaching Period:** Each elementary teacher, classroom and special area, shall be afforded two (2) personal breaks of fifteen (15) minutes in length daily, one (1) each, during the morning and afternoon sessions. Each elementary classroom teacher shall be scheduled for one hundred ninety (190) minutes of duty free planning time per week in blocks of not less than thirty (30) minutes. Each teacher shall be scheduled for at least one (1) duty-free planning period per day. The planning period shall be in lieu of the personal break for that half-day. In scheduling special teachers, principals shall seek to schedule grades K through 2 at other than the beginning and end of each session. Physical education teachers shall teach no more than five (5) hours during the day.

**9.2.2 Supervision:** Principals shall provide supervision for these classes at all times. When special teachers are not in charge of the class during the classroom teacher's break time, the principal will rely primarily upon voluntary cross coverage by teachers to provide supervision. Supervision shall not be performed by another classroom teacher doing double duty on an exchange basis without that teacher's consent. When teachers do share supervisory responsibilities, this duty shall be considered in the discharge of their duties within the scope of their employment and they shall be protected from liability as elsewhere provided herein.

**9.2.3 Office Coverage:** An adult will be available to the office when the principal is not in the building. Building faculties will be informed of the person who is to be contacted in an emergency situation when the building principal is absent from the building. The names and telephone numbers of at least two (2) backup administrators will also be provided the faculty for assistance in such emergencies. Faculties will also be informed of guidelines for emergency situations.

### **9.3 Secondary**

**9.3.1 Teaching Periods:** The secondary school day shall contain seven (7) instructional periods plus a period set aside for homeroom duties. Homeroom assignments will be alternated yearly to the extent possible, for teachers who prefer alternating homeroom with other equivalent assignments.

Teachers shall be assigned five (5) instructional periods. One (1) period daily shall be designated for a non-instructional assignment or for released-time compensation of a before-or-after school activity. One (1) period shall be designated for planning and professional duties. A homeroom may complete the secondary teacher's daily assignment.

**9.3.2** When secondary schools organize on the basis other than outline in Section 9.3.1, the following criteria shall apply:

1. The instructional day shall not exceed six (6) hours and thirty-five (35) minutes.
2. Each teacher shall have a minimum of forty-three (43) minutes each day for planning.
3. If the number of instructional periods scheduled in a day exceeds seven (7), teachers shall be assigned five (5) instructional periods, one (1) extra-duty period, and one (1) duty-free planning period; the remaining periods will be set aside for staff development activities, departmental planning, curriculum development or team planning, as necessary.
4. If modular scheduling is adopted at any secondary school, teachers shall be assigned five (5) instructional modules, one (1) extra-duty module, and one (1) duty-free teacher planning module, and the remaining modules will be set aside for staff development activities, departmental planning, curriculum development or team planning as necessary. There must be one (1) duty-free teacher planning module in each day.



- 9.3.3** A secondary teacher may be assigned an additional instructional period, if he consents, in exchange for release from the homeroom and non-instructional activity assignments except that vocational teachers may be assigned two (2) blocks of three (3) consecutive instructional periods in exchange for release from non-instructional activity assignments. If he consents, a teacher may be relieved from a Study Hall assignment to supervise students in independent study.
- 9.3.4** No teacher shall be assigned more than three (3) consecutive instructional periods without a lunch period or other break excepting secondary schools having less than twenty (20) full time equivalent faculty members. No more than four (4) consecutive instructional periods shall be scheduled to a teacher in a school having less than twenty (20) full time equivalent faculty members.
- 9.3.5** No teacher shall be assigned to teach in more than two (2) subject areas nor shall any teacher be assigned more than three (3) teaching preparations at one (1) time without the teacher's consent.
- 9.3.6** An activity period and a laboratory period adjunct to an academic subject are considered non-instructional assignments. High school science laboratory periods are instructional periods.
- 9.3.7**
- a. Physical education and art teachers will not be assigned homerooms if assigned to first period instruction.
  - b. Middle School Curriculum Leaders shall not be assigned homerooms.
- 9.3.8** When the library is open before or after school, the librarians will be permitted to work a split schedule to make their assignments comparable to those of classroom teachers.
- 9.3.9** Department Chairmen will be assigned no more than four (4) instructional periods per day on the basis of the following criteria:

<b>Number of Pupils in Department</b>	<b>Periods Per Day for Supervision</b>
Less than 500	1
500 – 999	2
1,000 or more	3

The periods of supervision shall be in addition to the daily planning period.

- 9.3.10** City-wide department chairmen shall be granted time for supervision on the following basis:

Number of Teachers To be Supervised	Days per Week for Supervision
Up to 6	1
7 - 12	2
13+	3

Although the role of city-wide department chairmen is not defined in Article 8 of the Contract, it is further agreed that they may be used for evaluation purposes in the same general way as high school department chairmen.

- 9.3.11** At least two (2) school days will fall between the date on which a marking period ends and the date on which the grades for that marking period must be submitted to the principal.

- 9.3.12** All Physical Education teachers hired after September 1, 1987 may be required to coach a maximum of one (1) sport or intramural program in each school year.

#### **9.4 Substitute Services**

- 9.4.1** Each classroom teacher (including librarians and special area teachers, other than elementary instrumental music, math and language development, and speech teachers) shall be replaced by a competent substitute in case of absence. In the case of a math and language development teacher, absent more than five (5) consecutive school days, a substitute teacher shall be provided. No employee shall be called upon to perform any extra-duty because of the administration's failure or refusal to try in good faith to secure such substitute.

- 9.4.2** No elementary teacher shall be called upon for emergency supervision of a class or part of a class more than three (3) half-days per year and no secondary teacher shall be called upon for emergency supervision of an extra class more than three (3) periods per year by reason of the administration's inability to obtain a substitute.

- 9.4.3** An employee absenting himself shall report his unavailability for work as soon as practicable and normally before 7:00 A.M. of the day of absence. Such report shall be made to the employee of the District designated to the teacher for such purpose. A teacher absenting himself shall be responsible for providing class lists, seating charts, and lesson plans for use by the substitute. A teacher

may request that an attempt be made to secure a particular substitute by contacting the principal or other appropriate administrator or department chairman.

- 9.4.4** Nothing herein shall prevent a teacher from arranging with another teacher for class coverage on an exchange basis when it becomes necessary for the teacher to absent him or herself for personal reasons such as health treatments or doctor or dental appointments, provided, however, that the teacher notify the building principal of the arrangements and the reasons therefore as long in advance as possible.
- 9.4.5** In the event that the School District is unable to locate a substitute for an elementary special area teacher who is absent, the principal will make arrangements to ensure that the elementary classroom teacher will receive compensatory planning time within ten (10) school days of said absence. Although an effort will be made to hire a substitute for the special area affected, this will depend on the specific complexities related to scheduling in each building since such arrangements must be made without creating conflicts with other special areas such as speech and language, remedial reading, remedial math, music, resource room, instrumental music, art, bilingual tutoring, child study team tutoring, and physical education.

## **9.5 Non-Instructional Duties**

- 9.5.1** Non-instructional duties in both elementary and secondary schools shall be distributed equitably among all teachers with teacher preference a major factor in the assignment. Any teacher shall have the right to refuse a second consecutive year of any given non-instructional assignment except for secondary study halls.
- 9.5.2** Teachers shall not be required to receive monies from pupils except for deposits on school locker locks, and librarians for library fines.
- 9.5.3** Teachers shall not be required to score standardized tests except for employees assigned to the Office of Pupil Evaluation and Testing.
- 9.5.4** Classroom interruptions shall be kept to a minimum during teaching time. Only emergency messages or those which would lose their value by delay should be sent. General intercom announcements should be scheduled for the first three (3) or last three (3) minutes of the instructional session or period.

- 9.5.5** School nurses shall perform duties as mandated by law and recommended by the Commissioner of Education. Elementary school nurse-teachers will allot time for the classroom teaching of relevant subjects on a regular basis.
- 9.5.6** The guidance counselor's primary role is confidential student counseling and at least half of his time will be spent in that role. Counselors also have responsibilities in student appraisal, referral, educational and occupational planning, placement and research.
- 9.5.7** Each librarian, as a teacher, shall be afforded a planning period and an equitable lunch and personal breaks.

## **9.6 Teaching Year**

- 9.6.1** The work year of all employees shall begin no earlier than the day after Labor Day and end no later than June 30. There shall be no more than one hundred eight-six (186) scheduled duty days in each year except that the Pupil Personnel Services employees receiving additional compensation under Section 5.2.1 shall have a one hundred ninety-two (192) day duty year schedule which may be assigned individually to begin as early as September 1, and to run consecutively to an ending previous to July 1.

The calendar for the 2004-2005 school year is set forth in Appendix 1.

- 9.6.2** Individuals commencing employment in this School District on September 1, will be required to report for up to two (2) days for orientation (three (3) days effective August 2005) and up to four (4) days for in-service education in reading during the week immediately preceding the week school opens.

Individuals required to attend in-service education programs pursuant to this paragraph will be compensated at the rate of one-two hundredth (1/200) of their annual salary.

- 9.6.3** One (1) day shall be set aside for a Schenectady Federation of Teachers Conference on matters of educational concern.

## **9.7 School Centered Decision Making**

- 9.7.1** A building principal and school faculty may agree to modify provisions of this Agreement or School District policies.

1. By April 15 of the school year prior to which such changes are to take effect, the proposals shall be approved by two-thirds (2/3) of the school building faculty, the building principal and submitted to the Superintendent of Schools, the appropriate Assistant Superintendent and to the Federation President all of whom must approve the proposal by May 1. These individuals should be kept informed as the proposals are developed.
2. Upon approval, each proposal shall be in effect for the next school year. Resources available to the particular school building shall be maintained at the same level which would be required if the proposal were not in effect.
3. Should problems arise in the implementation of the proposal and no resolution is achieved at the building level, the appropriate Assistant Superintendent and the appropriate Federation Vice President will attempt to resolve the problems. If they are unable to do so, it will be submitted to the Superintendent and the Federation President in an effort to resolve the problems.
4. If the Superintendent and the Federation President are unable to resolve the problems, then the proposal shall be null and void.
5. Issues which arise under this Section of the Contract shall not be subject to the grievance and arbitration procedures of this Agreement.
6. Each year, by May 1, all such agreements between the parties shall be reviewed and approved in accordance with the process outlined in Sections 9.7.1.1 to 9.7.1.4, above, before such agreements can be continued in the next school year.

## **9.8 Dean Positions**

### **5.2.9 "Dean" Positions:**

- a. The "Dean" Positions created by the SCSD Board of Education for the high school and middle school levels shall be filled by unit member teachers.
- b. Unless modified herein, **all** provisions of the collective bargaining agreement between the parties apply to the individuals who occupy the position of "Dean".

- c. The “Dean” positions shall be a “teacher on special assignment” position for a period of up to five years.
- d. By April 1 of each school year, each “Dean” shall be notified in writing of their assignments as a “Dean” for the following school year.
- e. Teachers who accept the position of “Dean” shall be eligible for and receive a leave of absence from their teaching position effective through June 30<sup>th</sup> following the date of their appointment consistent with the collective bargaining agreement between the parties. Any “Dean” who has previously received such leave may apply for a second year leave subject to the approval of the District.
- f. Teachers who accept the position of “Dean” shall be required to attend up to forty (40) evening school activities during the school year.
- g. Teachers who accept the position of “Dean” shall be required to supervise one (1) period of lunch daily.
- h. Teachers who accept the position of “Dean” shall receive a stipend of \$5,500 annually in compensation for duties outlined in “f” and “g” above.

## **ARTICLE 10**

### **SUMMER SCHOOL**

**10.1 Applications:** Openings for summer school positions shall be posted in each school building by March 1. Summer school applicants shall be notified by May 1 as to the action on the applications.

**10.2 Hiring:** Regularly appointed Schenectady District teachers shall be preferred applicants for summer school positions. Personnel hired shall be certified and experienced in the area for which hired. When a position is available and performance has been satisfactory, summer school personnel will be rehired from year to year.

**10.3 Employment Guarantee:** Once accepted for summer school employment, a teacher shall be employed professionally for the period specified at the agreed compensation.

**10.4 Rehiring Rights:** A teacher may refuse employment in the summer school once each three (3) years without losing his right to the position.

**10.5 Temporary (Sick) Leave:** Schenectady teachers in summer school shall be entitled to two (2) temporary (sick) leave days each summer school session. Such leave days may be accumulated, for summer school sessions only, from session to session to a maximum of ten (10) days. If the teacher does not return to summer school, then the accumulated leave days shall be added to his total accumulated leave days for regular school.

## **ARTICLE 11**

### **CLASS SIZE**

#### **11.1 General**

All classes shall be limited by the number of stations provided, the desks and seats available, the laboratory spaces, the size of the area as prescribed by New York State Law, the number of patients available for nursing students, and above all by safety in supervision. Nothing contained in Article 11 shall require the Board to add in any one (1) year more than ten (10) full-time teacher positions or their equivalent.

#### **11.2 Elementary**

**11.2.1** The following shall be the maximum class size for the elementary school level:

Pre-K through Grade 1	25
Grades 2 through 6	30
Split Classes Grade 2 through 6	27

Except in Title I schools where Pre K through Grade 2 class size will be a maximum of twenty-five (25). This provision shall be applicable to elementary classes in music, art and physical education.

#### **11.2.2 Music, Art and Physical Education**

- a. Teachers of art shall serve a maximum of twenty (20) classes per week. Grades K-5, special education classes included, an average of sixty (60) minutes per class. Frequency of visitations may vary within the allotted time, according to the needs of the particular subject area.
- b. Teachers of music shall serve a maximum of forty-one (41) classes per week, Grades K-5, special education classes included, an average of thirty (30) minutes per class. Frequency of visitations may vary within the allotted time, according to the needs of the particular subject area.
- c. Teachers of physical education shall serve a maximum of thirty-five (35) classes per week, Grades K-5, special education classes included, an average of thirty-five (35) minutes per class.



- d. A music, art and physical education consisting of either two regular education classrooms or one regular education classroom and one special education classroom shall be deemed to be one class for purposes of the reference to "classes" in Sections 11.2.2 and 11.4.1. Such merging of classes for purposes of music, art and physical education shall be age appropriate.

**11.2.3** Remedial Reading: Remedial reading teachers shall have no more than eight (8) pupils per group. If necessary, children needing certain special instruction may be met on an individual basis. A determination for individual instruction shall be made as a result of a conference among the remedial reading teacher, the child's teacher, and the principal. The remedial reading teacher shall make a written report on each pupil at the end of the school year and at the time a pupil leaves the remedial reading teacher's care.

### **11.3 Secondary**

**11.3.1** The following shall be the maximum class size for secondary schools:

Advanced, Regents and classes of average ability	32
Slow Learners	26
Language Classes	32
Physical Education	40
Industrial Arts – 5 <sup>th</sup> and 6 <sup>th</sup> grades	20
Industrial Arts – Grades 7-12	24
Home Economics – 5 <sup>th</sup> and 6 <sup>th</sup> grades	20
Home Economics – Grades 7-12	24
Study Halls – extra duty assignment (per teacher)	32

**11.3.2** The School District and the teachers involved will endeavor to provide complete sequential programs.

**11.3.3** Teachers whose only assignment is the supervision of study halls shall not average more than sixty (60) pupils per period unless a teacher aide is assigned.

**11.3.4** The Board shall make every reasonable effort to ensure that no guidance counselor has a case load in excess of three hundred fifty (350) pupils.

## **11.4 Special Education**

**11.4.1** The District shall be required to comply with all Commissioner of Education Regulations and provisions under the Education Law related to special education.

**11.4.2** A child who is regularly assigned to a special class and who attends a regular class shall be counted as a regular pupil when computing the regular class size. The District will make an effort to assign special class pupils to regular classes on an equitable basis.

**11.4.3** The District will provide special education teachers at the elementary level who have self-contained classes two (2) one-half (1/2) days of release time in October in lieu of the two (2) one-half (1/2) days they receive pursuant to Section 9.1.4 of the contract. The teachers will conduct full day sessions when the other teachers receive their half days for this purpose. In addition, all elementary ED/LD teachers and speech therapists may use one (1) full day or two (2) one-half (1/2) days prior to October 21<sup>st</sup> for the purpose of conducting parent conferences. The dates to be determined at each building in consultation with the principal. During those dates the children will remain with their regular classroom teacher.

**11.4.4** The numbers mentioned for all classes shall indicate the number of children assigned and shall not be a restriction for regrouping for special instruction when mutually agreeable to the teacher, the Federation and Administration.

**11.5 Overages.** If the number of children assigned to a class exceeds the maximums set herein by October 15, the Administration and the Federation will meet to determine if corrective action should be taken by reassignment of children within the school, reassignment of children to home districts, reassignment of teachers, and/or addition of teachers or teacher aides. Correction by addition of teacher aides shall be normally on the basis of half (1/2) time aide for an overage of up to three (3) students. This provision is applicable to deviations of the class size of elementary classes in music, art and physical education.

Any overage after October 15th, may similarly be adjusted by the joint agreement of the Federation, Administration, and the teacher involved.

## **ARTICLE 12**

### **TEACHING FACILITIES**

#### **12.1 Basic Requirements**

**12.1.1** Each teacher shall be assigned a desk and storage cabinet, one (1) of which can be locked, and work space.

**12.1.2** Each classroom shall be provided with necessary storage, instructional materials and supplies.

**12.1.3** When supplies such as magic markers, pencils, masking tape, chart paper, oak tag, colored paper, etc., are not readily available for carrying on routine teaching, the Federation building director shall report the lack of such items to the building principal for immediate corrective action.

**12.1.4** A functioning two-way intercommunications system shall be maintained in all school buildings.

**12.1.5** A vending machine for beverages shall be installed in the teacher's lounge or dining area at the request of any school staff if there is no additional expense to the School District.

**12.1.6** Separate toilet facilities for male and female staff members shall be provided in each school building.

**12.1.7** Each room used as a science laboratory shall contain at least the following:

- a. Fire Extinguishers - Class C
- b. Fire Blankets - one (1)
- c. Eye Wash Bottles

#### **12.2 Elementary**

**12.2.1** Special teachers shall be given necessary space for storing their supplies in each elementary school. Art and language development materials and supplies shall be budgeted at least three and twenty-one hundredth dollars (\$3.20) per child in the elementary schools and four and fifty-one hundredth dollars (\$4.50) per child at the secondary level.

**12.2.2** There shall be one (1) or more teachers' work areas well lighted and ventilated in each building. There shall be available for teacher use in each building equipment and supplies for the preparation of instructional materials, i.e., photocopier equipment, computer and computer station, a paper cutter, and a calculator.

**12.2.3** Each building shall have a lounge or lounges for teachers, containing adequate chairs in good condition, adequate table space, stove or hotplate and cot(s) or full-length couch(es) for use in case of illness. A sink and refrigerator shall be readily available for teacher use.

### **12.3 Secondary**

**12.3.1** Each school shall have a private dining area for teachers.

**12.3.2** Departmental telephone lines shall not be shared with nonprofessional personnel.

**12.3.3** Each building principal shall make arrangements for staff members requesting building access at a time other than school hours.

**12.3.4** There shall be one (1) or more teachers' work areas well lighted and ventilated in each building. There shall be available for teacher use in each building equipment and supplies for the preparation of instructional materials, i.e., photocopier equipment, computer and computer station, a paper cutter, and a calculator.

### **12.4 Health Suite Facilities**

**12.4.1** There shall be a first aid area with adequate light and ventilation; room about twenty-two (22) feet long to permit vision screening (or an available vision tester); desk, chair, file; available refrigerator; balance scale; available audiometer; cot, bathroom facilities and sink; blanket; telephone; first aid supplies; gooseneck lamps available on request, lockable storage space and available rest area.

### **12.5 Parking**

The Board shall provide adequate parking for teachers in all schools wherever possible.

### **12.6 Consultation**

In planning the construction, renovation, or improvement of school facilities, the Federation President shall be asked to appoint a committee of employees from the negotiating unit to make recommendations and serve as consultants to the architects under the direction of the Board.

## **ARTICLE 13**

### **EDUCATIONAL PROGRAM PLANNING**

#### **CURRICULUM MODEL**

The model for curriculum development shall consist of a Curriculum Coordination Council, Curriculum Committees, and Professional Growth and Development Committees. These committees shall be organized to be made up primarily of teachers selected to represent the teachers of the negotiating unit. These committees shall recommend educational policy to the Superintendent.

#### **13.1 Curriculum Coordination Council**

##### **13.1.1 The Curriculum Coordination Council shall:**

- a. Recommend district educational goals with input from Curriculum Committees and Professional Growth and Development Committees;
- b. Coordinate and oversee functions and goals of the Curriculum Committees and Professional Growth and Development Committees;
- c. Charge identified committees with tasks aligned with goals of the District, Board of Education, and the State of New York;
- d. Determine a cycle approach (goal/objective planning, implementation, evaluation) for specific areas of curriculum;
- e. Recommend and approve yearly in-service and professional development;
- f. Oversee the budget for curriculum and professional development;
- g. Recommend and approve summer curriculum projects;
- h. Establish district-wide professional development days;
- i. Oversee and receive reports from related programs and committees.

**13.1.2** The Curriculum Coordination Council shall be composed of eleven (11) members: the representative of the Schenectady Federation of Teachers, an appointee of the Superintendent, two (2) administrators, and seven (7) teachers jointly appointed by the President of the Schenectady Federation of Teachers and the Superintendent.

**13.1.3** All appointed members shall serve a three (3) year term of office with a minimum of one-third (1/3) of the membership retiring each year. A one year lapse must occur between membership participation when possible.

**13.1.4** The chairs of the Curriculum Coordination Council shall be the representative of the Schenectady Federation of Teachers and an appointee of the Superintendent.

## **13.2 Curriculum Committees**

**13.2.1** The K-12 curriculum committees shall be organized to be made up primarily of teachers selected to represent the teachers of the negotiating unit. Committees for Language Arts, Social Studies, Foreign Languages, Mathematics, Science, Art, Occupational Education, Music, and Physical Education/Health shall recommend educational policy to the Superintendent. The role of each curriculum committee is to review and develop educational objectives, design evaluation tools, recommend professional growth and development, recommend summer curriculum projects, call for textbook/materials review, and report all the above to the Curriculum Coordination Council for district-wide planning, coordination, and implementation.

**13.2.2** Committee membership may total a maximum of ten (10) teachers and two (2) administrators. First priority will be given for equal representation from the three levels (elementary, middle, high school) in filling yearly openings.

**13.2.3** Each member of a curriculum committee shall serve a three (3) year term with one-third (1/3) of the membership retiring each year where feasible.

**13.2.4** Each curriculum committee shall select a Chair and Secretary. The Chair shall receive charges from the Curriculum Coordination Council and oversee all curricular matters of the committee. The Secretary shall be responsible for recording minutes for distribution to the Curriculum Coordination Council and the district.

**13.2.5** In establishing its positions each committee shall seek after the best available information and advice which the District and the profession can provide. Non-members among the teaching staff and administrators shall be consulted and policies established after the consideration by resolution and majority vote.

**13.2.6** Appointment of Committee members: One-half (½) the teacher members shall be nominated by the Federation President and appointed by the Superintendent. The other half (½) of the teacher members shall be nominated unanimously by the Federation President and the Assistant Superintendent and appointed by the Superintendent. The administrative members shall be appointed by the Superintendent.

**13.2.7** Each committee member shall be released from their duties for a total of five (5) days for the purpose of curriculum development. These days will not be charged to the member's accumulated days but will be set aside by the district for the purpose of curriculum development. Each curriculum committee shall submit a plan to the Curriculum Coordination Council for the schedule of release days.

### **13.3 Textbook Committees**

**13.3.1** Each textbook committee shall review and choose appropriate texts and materials by level as called for the appropriate curriculum committee.

**13.3.2** When the need arises for the creation of a textbook committee, the membership shall be as follows:

High School Committees: High school department chairs and representation from each building.

Middle School Committees: Curriculum leaders, representation from each building, and representation from the high schools.

Elementary School Committees: Representation from each building with cross representation at both primary and intermediate levels, and representation from the middle schools.

There should be at least one (1) administrator from the appropriate level on each textbook committee.

### **13.4 Professional Growth and Development Committees**

**13.4.1** The Professional Growth and Development Committees shall be organized to be made primarily of teachers selected to represent the teachers of the negotiating unit. Committees for Primary (K-2), Intermediate (3-5), Middle School (6-8), and High School (9-12) shall recommend professional development to the Curriculum Coordination Council. The Committees shall be responsible for the design of the District's Professional Development full day and four (4) half-days. The role of each committee is to review and develop objectives, suggest programs, design evaluation, recommend summer projects, and report all the above to the Curriculum Coordination Council. Upon approval, each committee shall implement its program.

**13.4.2** Committee membership may total a maximum of ten (10) teachers. At least one (1) administrative representative shall serve on each committee. Diverse representation among grade levels, subject areas, and buildings will be a first priority in filling yearly openings.

**13.4.3** Each member of the Professional Growth and Development Committees shall serve a three (3) year term, with one-third (1/3) of the membership retiring each year where feasible.

**13.4.4** Each Professional Growth and Development Committee shall select a Chair and a Secretary. The Chair shall receive charges from the Curriculum Coordination Council and oversee all matters of the committee on professional growth and development. The Secretary shall be responsible for recording minutes for distribution to the Curriculum Coordination Council and the district.

### **13.5 Conferences and Workshops: Conference Committees**

**13.5.1** The Board of Education shall assign a budgetary allocation to permit the members of the negotiating unit to attend conferences and workshops. A Conference Committee, consisting of five (5) teachers nominated unanimously by the Federation President and the Assistant Superintendents and appointed by the Superintendent, shall:

- a. Establish priorities for distributing monies;
- b. Compose a list of conferences and workshops utilizing Federal and State funds for system-wide advanced posting;
- c. Authorize conference expenses to a maximum of two hundred fifty dollars (\$250) per conference except that if three (3) or more applicants apply, it shall be three hundred fifty dollars (\$350), and fifty dollars (\$50) per workshop. Employee absence shall be considered as school business. The employee shall submit an application thirty (30) days prior to conferences and two (2) weeks prior to workshops.

**13.5.2** The committee shall review applications, select the employee(s) who shall attend, and render a decision at least two (2) weeks prior to conference day or one (1) week prior to workshop day.

**13.5.3** Upon return the employee will send a written summary to the appropriate Assistant Superintendent and will arrange to give an oral summary to interested teachers.

**13.5.4** In addition, any teacher may, with the advance approval of the Superintendent, attend such sessions at his own expense, deduction being made from non-cumulative temporary leave.

### **13.6 In-Service Workshops and Course Work**

**13.6.1** If the Board makes provision for in-service education programs and/or workshops, teachers will be involved in the planning.



**13.6.2** All teachers may be required to attend up to ten (10) hours of in-service training each school year outside the teaching day. Unless with the prior approval of the affected staff, such in-service training shall take place during teacher duty days as prescribed by the calendar. Teachers shall receive notice at least fifteen (15) school days prior to such a meeting. A single in-service training session shall not exceed two (2) hours. Payment for each hour of attendance shall be at the rate of one tenth of one percent (.001) of Step 1/2 of Schedule I of the salary schedule.

### **13.7 Extra-Curricular and Extra-Duty Assignments**

**13.7.1** A committee of three (3) teachers appointed by the Federation President shall meet: to review current extracurricular and extra-duty assignments as to necessity and arduousness and to recommend action by the Superintendent for elimination, improvement, and/or compensation at the function.

### **13.8 Educational Policies Advisory Committee**

**13.8.1** Five (5) members of the Federation Educational Policies Committee appointed by the President shall meet with three (3) persons selected by the Superintendent to form the Schenectady School Educational Policies Advisory Committee. The chairman of the group shall be selected by a majority vote of the members.

**13.8.2** The committee shall meet monthly or according to need to:

- a. Review current educational policies
- b. Recommend needed change
- c. Provide an avenue for dialogue.

### **13.9 Notice of Program Discontinuance**

**13.9.1** The Board shall decide at least one (1) semester in advance on the discontinuance of any locally funded program and shall inform the Federation and the teachers concerned of that decision.

## **ARTICLE 14**

### **PUPIL BEHAVIOR**

#### **14.1 Disruptive Actions**

**14.1.1** Pupil behavior is a joint responsibility between the teacher and administration. It is through cooperation and supportive attitudes and actions that satisfactory pupil behavior is maintained.

**14.1.2** This Section applies to all students in attendance in the Schenectady City School District including students transported to the District. Districts transporting students to Schenectady shall be so informed. Disruptive students shall be subject to suspension or exclusion under the provisions of Section 3214 of the Education Law.

#### **14.2 Procedure**

**14.2.1** If in a teacher's judgment a pupil(s) is endangering himself, the teacher, or others, or threatens the use of violence, the teacher may physically restrain and/or remove the pupil(s) using only such force as is necessary to accomplish the restraint or removal.

**14.2.2** If a pupil is insubordinate, uses vile or abusive language, or by his words or actions is detrimental to the learning process of other pupils, the teacher may direct the pupil to leave the classroom to report to the office and may escort any pupil who refuses to report voluntarily using only such force as is necessary to effect the removal.

**14.2.3** A teacher who, pursuant to Sections 14.2.1 and 14.2.2, restrains a pupil physically or who physically escorts a pupil who refuses to report to the office voluntarily shall be supported by the Board administratively and legally in case any complaint is lodged against him as a result and providing the teacher was acting in the discharge of his duties within the scope of his employment.

**14.2.4** In case of serious disruptive behavior, the teacher may request the principal to exclude the pupil from class pursuant to subdivision 3 of Section 3214 of the Education Law not to be readmitted until after the principal, the parents, and teacher have conferred jointly.

**14.2.5** If the teacher does not feel satisfied with the results of this conference, the teacher may initiate a grievance.

### **14.3 Administrative Support**

- 14.3.1** If the teacher believes that a pupil should be referred for evaluation, the IDEA and Commissioner's Regulations for placement of pupils in special education shall be put into effect.

### **14.4 Placement in Special Education Programs**

- 14.4.1** The Committee on Special Education shall inform the referring teacher(s) in writing of their recommendation(s) within five (5) school days of that decision.
- 14.4.2** Upon receipt of the recommendations of the Committee on Special Education, the Board of Education shall provide appropriate special programs and services in accordance with 200.4(d) of the Regulations of the Commissioner of Education.

### **14.5 Committee on Special Education**

The sending classroom teacher, other teachers of the pupil, the principal, the social worker, the nurse-teacher, and the guidance counselor may provide consultation at the Committee on Special Education meetings.

## **ARTICLE 15**

### **FEDERATION RIGHTS**

#### **15.1 Use of School Facilities**

**15.1.1 Building and Equipment:** The Federation and its representatives shall have the right to use school buildings and equipment without cost at reasonable times of day or evening for meetings and other business provided that such use will not conflict with previously scheduled school activities. The principal of the building will be notified in advance of the time and place of each such meeting. The use of school duplicating and other equipment by the Federation shall be occasional. The Federation will provide supplies and materials which are consumed or will reimburse the District for the cost of such supplies and materials used. Any additional janitorial costs for after normal hours shall be borne by the Federation. If excessive wear or damage to equipment is experienced, the Board reserves the right to withdraw the use of equipment.

**15.1.2 Intra-School Mails:** The Federation shall have the right to use the intra-school mail facilities of the District to communicate with its officers, representatives, members and the employees whom it represents. Other Schenectady teacher organizations shall similarly be afforded access to the intra-school mails.

**15.1.3 Teacher Mailboxes:** The Federation shall be afforded the right to use the teacher mailboxes in each school for Federation business. Teacher mailboxes shall similarly be open to other Schenectady teacher organization and to individual employees in the negotiating unit.

**15.1.4 Bulletin Boards:** There shall be a faculty bulletin board in each school building for the use of teacher organizations. The Federation building director shall be charged with the maintenance of the bulletin board.

#### **15.2 Dues Deduction**

**15.2.1** Federation members shall have the exclusive right to have their membership dues deducted by the Business Office from their paychecks. Dues deductions shall be made in equal installments throughout the school year. A signed authorization by each member desiring dues deduction shall be deposited with the Business Office. Such authorization shall carry over from year to year until withdrawn by the employee.

**15.2.2** Additions to the list of those authorizing payroll deduction of dues shall be made at any time to be effective for the next payroll date after fifteen (15) days. Any employee may withdraw from payroll deduction by notification to be made in writing to the Business Office, which will notify the Federation Treasurer, thereof.

**15.2.3** The Business Office will transmit monies from dues deductions to the Federation within fifteen (15) days of the pay period for which the dues are deducted, and shall notify the Federation of any withdrawals from payroll deduction as they occur.

**15.2.4** The Federation will provide authorization cards for dues deductions. The Federation agrees to give the Business Office thirty (30) days notice in case its membership changes its dues rates.

### **15.3 Released Time for Federation Representatives**

**15.3.1 Negotiating Committee:** If negotiation meetings between the Board and the Federation are scheduled during a school day, the representatives of the Federation will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings. Such time will not be deducted from accumulated leave. The number of teacher-days for which substitutes must be provided shall not exceed one hundred (100) in any one (1) year.

**15.3.2** When it is necessary for Federation representatives to meet during the school day to prepare for negotiations, not more than twenty (20) such representatives at one time will, upon agreement between the Superintendent and the Federation President, be released to participate in such meeting.

**15.3.3** Released time will be granted for grievance work by Federation representatives and witnesses as it is agreed to be necessary by the Superintendent and the Federation President.

**15.3.4** The President and grievance chairman of the Federation shall be afforded such time to work with the administration and teachers to carry out the contract effectively as the Superintendent and Federation President shall mutually deem desirable.

**15.3.5** Effective September 1, 1977, the Federation shall cease reimbursing the District for the cost associated with two-period release time for the Federation President.

**15.3.6 Release Time for Union Business:** Notwithstanding other provisions of the contract, release time for up to 30 days each year shall be available to the Federation to conduct union business.

- a. Use of Leave: Union business release time is primarily intended to be used by members of the Federation Executive Committee. Each member of the Unit may use six (6) days of such leave time, and the use of more than six (6) days by an individual member of the Unit shall require the mutual agreement of the Superintendent and the Federation President.
- b. Scheduling of Leave: As much notice as is practicable shall be given to the District prior to the use of union business release time. As much as possible, the use of union business release time shall be scheduled so as to minimize the impact on the operation of the schools.
- c. Substitute Cost: The Federation shall reimburse the District for the actual cost of employing a substitute teacher for a Unit member who is absent due to union business release time. The Federation and the District shall agree upon a mutually convenient procedure for such reimbursement.

**15.3.7 Leave Increment**: In addition to leave for a full day, leave under Section 15.3 may be taken in one-half (.5) day increments.

## **15.4 Information and Communications**

**15.4.1 Conferences**: The Federation building representative(s) in each school shall meet at least once every two (2) weeks with the building principal(s) to review and improve school practices and programming. The Federation President (and Vice-Presidents) will meet monthly with the Superintendent (and Assistant Superintendents) to consider matters of concern to teachers.

**15.4.2 Faculty Meetings**: The Federation building representative(s) in each school shall be afforded a five (5) minute allocation of time for announcements at each faculty meeting early in the agenda.

**15.4.3 New Employees**: The Federation shall be provided with a mailing list of new employees and their building assignment along with their certification status by August 1. Any appointments of additional personnel shall be forwarded to the Federation on a weekly basis as they are made.

**15.4.4 Board Meetings**: The Federation shall be informed of the schedule of Board of Education meetings. Seating shall be reserved for Federation representatives until meeting time. Five (5) copies of the Board minutes shall be forwarded to the Federation.

## **ARTICLE 16**

### **NO REPRISAL CLAUSE**

**16.1 No Reprisal Clause:** The District agrees that no acts of reprisal shall be taken against any teacher or other employee because of his participation in the Schenectady Federation of Teachers activities against the District during the period from September 2, 1975 to September 19, 1975, inclusive.

The Schenectady Federation of Teachers agrees on its behalf and on behalf of its members that no acts of reprisal shall be taken against any employee of the School District, including persons employed by the District or volunteering their services during the period stated above because of his lack of participation in the Schenectady Federation of Teachers activities against the District during the period from September 2, 1975 to September 19, 1975, inclusive.

The District agrees further that it shall not initiate any additional litigation against the Schenectady Federation of Teachers or against any individual who has actively supported the Schenectady Federation of Teachers and the Schenectady Federation of Teachers agrees that it shall withdraw all pending unfair labor practice charges and both parties agree further that no actions, suits or proceedings shall be brought against either party by the other for any act or omission arising out of the negotiations or their activity leading to the Agreement for 1975-1976 and 1976-1977.

This Agreement shall not preclude implementation of subdivisions (f), (g) and (h) of paragraph 3 of Section 210 of the Civil Service Law.

## **ARTICLE 17**

### **AGENCY FEE**

**17.1 Agency Fee:** Effective September 1, 1982, the District shall deduct from the salary of employees in the bargaining unit who are not members of the Schenectady Federation of Teachers the amount equal to the dues levied by the Federation and shall transmit the sum so deducted to the Federation in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York. The Federation affirms that it has adopted such procedure for refund of agency fee deductions as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency fee deduction shall continue in effect as long as the Federation maintains such procedures.

The agency shop fee deduction shall be made following the same procedure as applicable for dues checkoff, except as otherwise mandated by laws or this Article of the Agreement.



## **ARTICLE 18**

### **RETIREMENT INCENTIVE**

**18.1** In the event that the State of New York adopts a law authorizing a State Early Retirement Incentive during the 2005-06 and 2006-07 term of this Agreement, both parties agree to reopen negotiations for the express purpose of consideration of the State Early Retirement Incentive.

## **APPENDIX A**

### **OCCUPATIONAL THERAPISTS**

#### **A.1 General**

As the position of Occupational Therapist is a non-certificated position, it is mutually agreed that any reference to the New York State Education Law or Commissioner's Regulations do not pertain to these employees. Also, certain contractual sections will as a result, not apply, as follows: Article 7.5 tenure, Article 7.7.10 Job Security and Article 8 teacher evaluation.

It is understood that the Occupational Therapists are covered by the applicable provisions of the New York State Civil Service Law governing competitive class appointments.

This article applies to Occupational Therapists that have successfully completed their probationary period as defined by the Civil Service Regulations of Schenectady County.

No Occupational Therapists with full-time service or part-time more than 50% shall be disciplined except for just cause. Such employee shall be served with a written notice of the action and the specific charge(s). The notice shall include the penalty sought by the District. Simultaneously, a copy of the notice shall be sent to the President of the unit.

If the District determines that an employee, who is the potential target for discipline, is to be questioned, such employee shall be notified in writing of their right to have a union representative at such meeting.

**Charges.** The District shall provide the employee notice of the charge(s) with an explanation of the same and an opportunity to submit a written answer to the charge(s) within ten (10) calendar days of receipt of the charges. The charges shall state the penalty sought to be imposed by the District. Failure to file the answer, and if applicable a demand for arbitration, within said ten (10) calendar days shall make the matter ineligible for arbitration, or any other appeal, and the charge will be deemed admitted by the employee and the District shall impose the penalty sought.

Superintendent Hearing. For charges in which the District seeks a penalty of a written reprimand or a suspension of five (5) days or less, the following procedure shall be employed:

In the event an employee submits an answer denying to the charge(s), the Superintendent shall conduct a hearing on the charge(s) within ten (10) days and render a decision on the charge, including any penalty to be imposed within ten (10) days after a conclusion of the hearing.

Binding Arbitration. For charges in which the District seeks a penalty other than a written reprimand or a suspension of five (5) days or less, the following procedure shall be employed:

In the event an employee submits an answer denying to the charge(s), the employee may submit the matter to binding arbitration by filing a demand for arbitration in accordance with Article 4.4 rules and procedures of the collective bargaining agreement.

#### **A.2 Suspension Without Pay**

An employee who is charged with an act which generally is understood to constitute a felony or in a matter where termination is the penalty sought by the District may be suspended without pay for a maximum of thirty (30) days pending a hearing before an arbitrator.

The foregoing provision in no way limits the District's ability to place an employee on leave with pay for a reasonable amount of time.

Appeal to the Board of Education. If the employee disagrees with the decision of the Superintendent rendered pursuant to the section above regarding penalties of suspension without pay for 5 days or less the employee may commence an appeal by filing a written letter of appeal to the Clerk of the Board within ten (10) calendar days from the date of the Superintendent's decision. The appeal shall be heard by the Board of Education within twenty (20) days of the submission of the letter of appeal. Within ten (10) calendar days after said hearing the Board of Education shall issue a written decision. The decision of the Board of Education shall be final and binding upon all parties and shall not be subject to review. All decisions rendered in an arbitration pursuant to this appendix, shall be final and binding upon both parties pursuant to Article 4.4.2.

#### **A.3 Civil Service Rights**

The procedure under this Article shall be the sole and exclusive procedure with respect to disciplinary actions and replaces Section 75 and 76 of the New York State Civil Service Law.

#### **A.4 Layoffs**

Job Abolishment. In the event of layoff, reduction in force, including reduction caused by the discontinuance of a facility or its relocation, the employee so displaced shall be laid off in accordance with current provisions of Section 80 or 80-a of the Civil Service Law. To the extent that Section 80 and 80-a are not applicable to employees, the latter shall be laid off in the inverse order of seniority. In determining seniority for this purpose, all positions not covered by Section 80 and 80-a shall be treated as one category and bumping shall be allowed within this category to the extent an employee is qualified to perform the job for which they bump. Any employee who has been laid off in accordance with the provisions of Section 80 and 80-a of the Civil Service Law shall be placed on a preferred eligible list pursuant to Section 81 of the Civil Service Law.

#### **A.5 Retirement – Occupational Therapists**

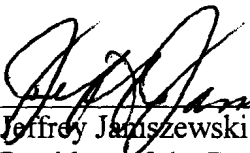
The Occupational Therapists shall participate in the Improved Career Retirement Plan of the New York State Employees' Retirement System known as the 75-I plan. Section 60-B shall be included to provide additional death benefit for all eligible employees.

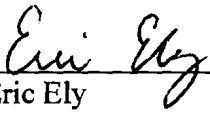
**COMPLIANCE WITH SECTION 204-A OF THE CIVIL SERVICE LAW:**

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their names and on their behalf by their respective representatives.

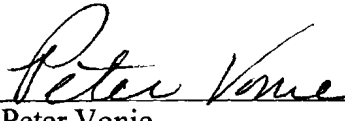
**THE CITY SCHOOL DISTRICT  
OF THE CITY OF SCHENECTADY**

By:  3/27/06  
Jeffrey Jamszewski  
President of the Board of Education

By:  3/27/06  
Eric Ely  
Superintendent of Schools

**SCHENECTADY FEDERATION OF  
TEACHERS LOCAL 803 OF THE  
AMERICAN FEDERATION OF  
TEACHERS**

By:  3/27/06  
Laura Graves  
President

By:  3/27/06  
Peter Vonie  
Chief Negotiator

